

AGREEMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, INC.

AND

LOUISVILLE LIGHTWAVE, LP

EFFECTIVE DATE: APRIL 1, 1997

AGREEMENT

This Agreement is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Louisville Lightwave, LP, a Kentucky limited partnership between Hyperion Telecommunications of Kentucky, Inc., a Delaware corporation, and TKR Cable of Kentucky, Inc. a Delaware corporation, and shall be deemed effective as of April 1, 1997. This Agreement may refer to either BellSouth or Louisville Lightwave or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Louisville Lightwave is an alternative local exchange company ("ALEC") that is or that may become authorized to provide telecommunications services in the state of Kentucky; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their respective obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996; and

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Louisville Lightwave agree as follows:

I. Definitions

A. "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized and Effective rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

B. "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

C. "Affiliate" is as defined in the Act.

D. "Switched Access Meet Point Billing" is as defined and described in this Agreement.

E. "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized and Effective rules and regulations of the FCC or the Commission.

F. "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized and Effective rules and regulations of the FCC or the Commission.

G. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

H. "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

I. "Bona Fide Request" means the process described on Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide an Interconnection or Network Element not otherwise provided by the terms of this Agreement.

J. "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

K. "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

1. "End Office Switches" which are used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and
2. "Tandem Office Switches" or "Tandems" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

L. "CCS" means one hundred (100) call seconds.

M. "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

N. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to an occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation may be "physical" or "virtual." In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing

Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

O. "Commission" is defined as the appropriate regulatory agency in each of the states in BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

P. "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high speed data link rather than on a per trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

Q. "Cross Connection" means an intra-Wire Center channel connecting separate pieces of telecommunications equipment including a channel between separate collocation facilities.

R. "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

S. "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to place local calls to Telephone Exchange Service Customers of another LEC, without the use of any access code and with no unreasonable dialing delay.

T. "Digital Signal Level" means one of several transmission rates in the time division multiplex hierarchy.

U. "Digital Signal Level 0" or "DS0" means the 64 kbps zero level signal in the time division multiplex hierarchy.

V. "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first level signal in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

W. "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third level in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

X. "Effective," when used with reference to rules, regulations, or orders of the FCC or of a state Commission, means in effect and not stayed by the issuing agency or a reviewing court as of a given time during the term of this Agreement. In the event that any rule, regulation, or order ceases to be Effective, any change in the provisions of this Agreement or the practices of the parties resulting from such rule, regulation, or order shall revert to the provision or practice in effect prior to such rule, regulation, or order becoming Effective.

Y. "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

Z. "Exchange Access" is As Defined in the Act.

AA. "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

BB. "FCC" means the Federal Communications Commission.

CC. "Fiber Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

DD. "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B1O").

EE. "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

FF. "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

GG. "Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level without demultiplexing of the signal down to individual circuits outside the switch.

HH. "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end to end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface ISDN (BRI/ISDN) provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D).

II. "Interconnection" is As Described in the Act.

JJ. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

KK. "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

LL. "InterLATA" is As Defined in the Act.

MM. "Intermediary Function" is defined as the delivery of local traffic from or to a local exchange carrier other than BellSouth; an ALEC other than Louisville Lightwave; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or Louisville Lightwave to or from an end user of BellSouth or Louisville Lightwave.

NN. "IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic calls.

OO. "Local Access and Transport Area" or "LATA" is As Defined in the Act.

PP. "Local Exchange Carrier" or "LEC" is As Defined in the Act.

QQ. "Local Interconnection" includes 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability, sometimes referred to as temporary telephone number portability, to be implemented pursuant to the terms of this Agreement.

RR. "Local Loop Transmission" "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Central Office which serves the Customer. Loops are defined by the electrical interface rather than the type of facility (e.g., 2-wire or 4-wire) used.

SS. "Local Traffic" is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or an associated Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

TT. "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

UU. "Main Distribution Frame" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

VV. "Meet Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the Agreement for Switched Access Meet Point Billing.

WW. "Multiple Exchange Carrier Access Billing" ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions

under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

XX. "Network Element" is As Defined in the Act.

YY. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10 digit number that consists of a 3 digit NPA code (commonly referred to as the area code), followed by a 3 digit NXX code and 4 digit line number.

ZZ. "Number Portability" is As Defined in the Act.

AAA. "NXX" means the three digit code which appears as the first three digits of a seven digit telephone number.

BBB. "Party" means either BellSouth or Louisville Lightwave, and "Parties" means BellSouth and Louisville Lightwave.

CCC. "Percent of Interstate Usage" ("PIU") is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

DDD. "Percent Local Usage" ("PLU") is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

EEE. "POI" means Point of Interface.

FFF. "Port" means a termination on a Central Office Switch and associated switching functionality that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features.

GGG. "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H

coordinate, which is used to measure, for the purpose of billing for distance-sensitive traffic to/from Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The rate center point must be located within the rate center area. Notwithstanding the foregoing, either party may assign the same NXX to more than one Rate Center in accordance with accepted industry standards or as agreed by the parties to alleviate an actual or forecast shortage of NXX codes.

HHH. "Reciprocal Compensation" is As Described in the Act.

III. "Rating Point" or "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound traffic to Telephone Exchange Services provided by the LEC which bear a certain NPA-NXX designation. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100, the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A+Z or 0+9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Rating Points/Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point/Routing Point corresponding to each unique and separate Rate Center. Notwithstanding the foregoing, either party may assign the same NXX to more than one Rate Center in accordance with accepted industry standards or as agreed by the parties to alleviate an actual or forecast shortage of NXX codes.

JJJ. "Service Control Point" or "SCP" means a signaling point, other than an STP, that acts as a database to provide information to another signaling point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

KKK. "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points. An STP transmits, receives and processes CCIS messages.

LLL. "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

MMM. "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC+1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

NNN. "Technically Feasible Point" is As Described in the Act.

OOO. "Telecommunications" is As Defined in the Act.

PPP. "Telecommunications Act of 1996" ("Act") means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder

QQQ. "Telecommunications Carrier" is As Defined in the Act.

RRR. "Telecommunications Service" is As Defined in the Act.

SSS. "Telephone Exchange Service" is As Defined in the Act.

TTT. "Telephone Toll Service" is As Defined in the Act.

UUU. "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of execution, including without limitation sections 251, 252 and 271 of the Act. The access and interconnection obligations contained herein enable Louisville Lightwave to provide competing telephone exchange service to subscribers within the territory of BellSouth.

III. Term of the Agreement; Rates

A. The term of this Agreement shall be two years, beginning April 1, 1997.

B. The parties agree that by no later than April 1, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning April 1, 1999.

C. If, within 135 days of commencing the negotiation referred to in Section III.B above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local

interconnection arrangements no later than January 1, 1999. The parties further agree that in the event the Commission does not issue its order by April 1, 1999, or if the parties continue beyond April 1, 1999 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to April 1, 1999. Until the revised local interconnection arrangements become effective, the terms and conditions of this Agreement shall remain in effect.

D. Rates and charges applicable in Kentucky are set forth in Attachment A. In the event of a conflict between Attachment A and any other Attachment, Attachment A controls. In the event that there is no rate set forth for a service or unbundled element in Attachment A, the rate for such service or unbundled element identified in Attachments B-1 through B-4 and C-1 through C-17 as applicable shall apply. Applicable wholesale discounts for resold services are set forth in Attachment D.

E. The rates set forth in this Agreement and the Attachments hereto are interim rates. The rates for each state shall be adjusted and trued up, retroactively to the Effective Date, in accordance with an Effective order of the applicable Commission establishing rates in accordance with 47 U.S.C. § 252(d). In the event and to the extent that in any state there is no such Effective order prior to April 1, 1999, then unless otherwise agreed in the negotiations pursuant to Section III.B, the rates set forth herein and in the Attachments hereto shall to such extent be the final rates for such state.

IV. Local Interconnection (47 U.S.C. § 251(c)(2), § 252(d)(1),(2), § 271(c)(2)(B)(i))

A. Scope. This Section describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act. Each Party shall make available to the other Party the same Interconnection methods on the same rates, terms and conditions.

B. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that for purposes of determining compensation between the parties, the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic by BellSouth and compensation for the termination of such traffic shall be pursuant to the terms of this section, but that Louisville Lightwave may establish different local calling areas for purposes of billing its retail customers. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

C. With the exception of the local traffic specifically identified in Section IV.H, for purposes of this Agreement, the parties agree that there will be no cash compensation for local interconnection minutes of use exchanged by the parties during the term of this Agreement unless the difference in minutes of use for terminating local traffic exceeds three million (3,000,000) minutes per state on a monthly basis. In such event, Louisville Lightwave may elect the terms of

any compensation arrangement for local interconnection then in effect between BellSouth and any other telecommunications carrier, or in the absence of such an election, the parties will negotiate the specifics of a traffic exchange agreement which will apply on a going-forward basis.

D. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is excused under the Act; (2) physical collocation; and (3) interconnection via facilities purchased from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Louisville Lightwave may purchase facilities from BellSouth at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff.

E. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area Louisville Lightwave desires to serve for interconnection to those end offices that subtend the access tandem. In addition, Louisville Lightwave may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside the local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate BellSouth intrastate access tariff, as amended from time to time, will apply.

F. The parties agree to establish one-way trunk groups from the interconnecting facilities of Section IV.D such that each party provides a reciprocal of each trunk group established by the other party for the first six months of this Agreement in any LATA where the parties may interconnect. The parties recognize, however, that the use of shared two-way trunk groups generally would be more efficient than separate one-way trunk groups. In the event that the parties have not adopted a plan within six months after the Effective Date for transitioning to the use of two-way trunk groups in accordance with standard industry practices, they shall meet and discuss the need to offset the continuing inefficiencies of using one-way trunk groups after nine months after the Effective Date. Either party reserves the right to order one-way trunk groups after that time should the balance of traffic justify it. Consistent with the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

G. In the event BellSouth delivers traffic to Louisville Lightwave for termination on Louisville Lightwave's network and as a result of the call the caller could be billed by Louisville Lightwave, if BellSouth cannot determine, because of the manner in which Louisville Lightwave has utilized its NXX codes, whether the traffic is local or toll BellSouth will rely on the PLU to

establish the allocation of such traffic between local and toll, subject to each party's right to audit pursuant to Section XXIII.A. In the event that an audit results in a change in the PLU, then the parties shall true up using the PLU developed in the audit such that BellSouth is compensated at originating access rates for any minutes reclassified as intraLATA toll and refunded any amounts that it paid for such minutes as local traffic, and Louisville Lightwave is compensated for any minutes reclassified as local and refunded any amounts that it paid for such minutes as originating intraLATA access. If BellSouth deploys an NXX code across its local calling areas in such a manner that Louisville Lightwave cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties in the same manner. When the originating carrier can determine that a call is a toll call, the provisions of Section V.B shall apply.

H. If either party provides intermediary switching services for the other party's connection of its end user to a local end user of: (1) an ALEC other than Louisville Lightwave; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$.002 per minute charge plus the intermediary switching party's portion, if any, of the cost of transport to a meet point with the other carrier. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to Section IV.J.

I. When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC.

J. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively and exert best efforts toward achieving the intent of this provision by April 30, 1997.

K. When one party to this Agreement (LEC A) delivers to the other party (LEC B) exchange access traffic from LEC A's access tandem using facilities that are collocated at LEC B's end office, the Feature Group Interconnection Compensation ("FGIC") plan described in Attachment B-1A, incorporated herein by this reference, shall apply. FGIC shall apply to both originating and terminating exchange access traffic so long as the conditions of this Section IV.K are met. When FGIC is applied, LEC A may, at its option, render a single bill to the IXC.

L. The ordering and provision of all services purchased from BellSouth by Louisville Lightwave shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based)

as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

M. The parties will use best efforts to establish the initial required interconnection trunks within 60 days after a request. Subsequent modifications to such interconnection trunking plans will be fulfilled within a mutually agreed time period not to exceed 60 days after receipt of a valid order from either party. Additional interconnection trunks for additional LATAs shall be installed within 60 days of a request. The time periods specified in this Section shall be extended as may be necessary in the event of any special construction requirements. The implementation plan to be developed pursuant to Section XVIII shall reflect the provisions of this subsection.

N. Any aspect of local interconnection not addressed herein may be the subject of a Bona Fide Request as set forth in Exhibit A.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that BellSouth's terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If Louisville Lightwave is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Louisville Lightwave as an interexchange carrier on a 10XXX basis, BellSouth will charge Louisville Lightwave the appropriate tariff charges for originating network access services. If BellSouth is serving as the Louisville Lightwave end user's presubscribed interexchange carrier or if the Louisville Lightwave end user uses BellSouth as an interexchange carrier on a 10XXX basis, Louisville Lightwave will charge BellSouth the appropriate BellSouth tariff charges for originating network access services. If applicable, the terminating party will charge the originating party BellSouth tariffed charges for terminating access services.

C. The parties agree that to the extent Louisville Lightwave provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end office outside the local calling area. Louisville Lightwave shall pay BellSouth's terminating access charges from the POI as described in Section V.A.

D. BellSouth agrees to compensate Louisville Lightwave, pursuant to BellSouth's published originating switched access charges, including the database query charge, for the

origination of 800 traffic terminated to BellSouth. Louisville Lightwave will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by Louisville Lightwave will be in a standard EMR format for a fee, paid by BellSouth to Louisville Lightwave, of \$0.013 per record.

E. If Louisville Lightwave provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to Louisville Lightwave. If required by Louisville Lightwave to bill its customers, BellSouth agrees to provide Louisville Lightwave the appropriate records for Louisville Lightwave to bill its 800 customers. The records provided will be in standard EMR format for a fee, to be paid by Louisville Lightwave to BellSouth, of \$0.013 per record.

F. If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate Louisville Lightwave for the origination of such traffic pursuant to Section V.A. Louisville Lightwave shall provide the appropriate records for billing pursuant to Section V.B.

G. Should Louisville Lightwave require 800 Access Ten Digit Screening Service from BellSouth, it shall connect to BellSouth's local or regional signaling transfer point for service control point database query information, either directly or through third party SS7 network providers. If Louisville Lightwave connects directly to BellSouth's local or regional signal transfer points, Louisville Lightwave shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. Louisville Lightwave will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Service Provider Number Portability (47 U.S.C. § 251(b)(2) and § 271(c)(2)(B)(xi))

A. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to Louisville Lightwave, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in three arrangements, SPNP-Remote, SPNP-DID, and NXX Migration.

B. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP is available from

either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service.

C. SPNP is available only where Louisville Lightwave or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular Louisville Lightwave assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any, Commission, BellSouth, or Louisville Lightwave initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service if the end user would also have been affected in the same manner by said activity had the end user remained a customer of the LEC to which the applicable NXX code was originally assigned.

D. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by Louisville Lightwave or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for SPNP-Remote service.

E. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number

group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

F. Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another.

G. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

H. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or Louisville Lightwave is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. Louisville Lightwave usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

I. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users.

J. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.

K. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party if so authorized by the other party may contact the other party's customers, if deemed necessary, for maintenance purposes for SPNP.

L. The parties expressly recognize that certain services may be affected by the use of SPNP services and that end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Each party is responsible for and will maintain quality on its side of the POI and will maintain transmission characteristics on its side of the network.. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment relating to SPNP, but the party initiating such change shall give the other party reasonable notice of the change and/or notice in accordance with applicable and Effective FCC rules and regulations..

M. For that terminating IXC traffic ported to Louisville Lightwave which requires use of BellSouth tandem switching, BellSouth will bill the IXC tandem switching and BellSouth's portion of the transport, and Louisville Lightwave will bill the IXC local switching, the carrier common line, the interconnection charge and Louisville Lightwave's portion of the transport. If BellSouth is unable to provide the necessary access records to permit Louisville Lightwave to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process with BellSouth to recover those access revenues due it as a co-provider of access services to IXCs. During the interim, while the surrogate is being developed, BellSouth will bill the IXC full terminating switched access charges, keep the tandem switching charge and BellSouth's portion of the transport charge, and remit the local switching charge, the interconnection charge, Louisville Lightwave's portion of transport and CCL revenues to Louisville Lightwave. If a BellSouth toll intraLATA call is delivered to Louisville Lightwave, BellSouth will pay terminating access rates. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

N. If Louisville Lightwave has direct connections to an IXC for the termination of interLATA traffic and it is only through the use of SPNP services that the BellSouth tandem is being utilized and BellSouth receives network access service revenues from the terminating IXC, Louisville Lightwave will bill BellSouth the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from a BellSouth customer is sent to a BellSouth number that is, in turn, forwarded through the use of SPNP services to Louisville Lightwave's customer. If so, Louisville Lightwave will bill BellSouth the network access charges for the terminating facilities used for that intraLATA toll traffic.

O. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements (47 U.S.C. § 251(c)(3), § 252(d) and § 271(x)(2)(B)(ii))

A. Local Loop Transmission Types. Subject to Section VII.D, BellSouth shall allow Louisville Lightwave to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section VII:

1. 2-Wire Analog Loops,
2. 4-Wire Analog Loops,
3. 2-Wire ISDN Digital Grade Links or BRI ISDN
4. 2-Wire ADSL-Compatible Loops,
5. 2-Wire HDSL-Compatible Loops, and
6. 4-Wire HDSL-Compatible Loops.

Loops will be offered hereunder on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein and the principles enumerated in Effective Commission and/or FCC rules or orders.

B. Port Types. BellSouth shall make available to Louisville Lightwave unbundled Ports in accordance with the terms and conditions of and at the rates specified in applicable tariffs consistent with Commission and/or FCC pricing principles. The parties agree to attempt to negotiate rates for unbundled switching that will enable Louisville Lightwave to provide a loop to be cross-connected to a BellSouth switch.

C. Private Lines, Interim Unbundled Loops, and Special Access. BellSouth shall make available to Louisville Lightwave private lines, interim unbundled loops, and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs and/or orders consistent with Commission and/or FCC pricing principles.

D. Limitations on Unbundled Access.

1. Louisville Lightwave shall access BellSouth's unbundled Network Elements via Collocation at a BellSouth premises where those elements exist and each Loop or Port shall be delivered at Louisville Lightwave' Collocation by means of a Cross Connection, which in the case of two or four-wire Loops, will be set, in the interim, via a special assembly. The yet to be determined interim cross connection rate will be set forth in Attachment C+13. Within 120 days after execution of this Agreement, BellSouth agrees to

file a cost study at the Commission consistent with Commission and/or FCC rules. The final price for Cross connection will be determined either through negotiations or by the Commission in a contested proceeding. Moreover, once a final price is ordered by the Commission, the Parties agree to retroactively apply the final rate for Cross connection back to the beginning of the installation/billing period and debit and/or credit each other accordingly. The Parties reserve all rights to argue for different pricing arrangements regarding the appropriate price for Cross connection.

2. If Louisville Lightwave orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges may apply and will be developed and reviewed based upon costs consistent with, and subjected to Commission and/or FCC rules for the pricing of unbundled network elements.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

E. Provisioning of Unbundled Loops. The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled elements:

1. On each unbundled element order in a wire center, Louisville Lightwave and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 180 minute window within which both the Louisville Lightwave and BellSouth personnel will make telephone contact to complete the cutover.
2. Within the appointed 180 minute cutover time, the Louisville Lightwave person will call the BellSouth person designated to perform cross-connection work and when the BellSouth person is reached in that interval such work will be promptly performed.
3. If the Louisville Lightwave person fails to call or is not ready within the appointed interval and if Louisville Lightwave had not called to reschedule the work at least 8 hours prior to the start of the interval, BellSouth and Louisville Lightwave will reschedule the work order and Louisville Lightwave will pay the non-recurring charge for the unbundled elements scheduled for the missed appointment. In addition, non-recurring charges for the rescheduled appointment will apply.

4. If the BellSouth person is not available or not ready at any time during the 180 minute interval, Louisville Lightwave and BellSouth will reschedule and BellSouth will waive the non-recurring charge for the unbundled elements scheduled for that interval.

5. The standard time expected from disconnection of a live Telephone Exchange Service to the connection of the unbundled element to the Louisville Lightwave Collocation arrangement is 15 minutes.

6. If Louisville Lightwave has ordered INP as part of an unbundled Loop installation, BellSouth will coordinate implementation of INP with the Loop installation in a time period acceptable to the customer.

7. The parties will work cooperatively to define additional, more detailed parameters and processes as required to facilitate the coordination procedures defined in this Section VII, including out-of-service intervals.

8. If BellSouth provides in practice shorter scheduling lead times and/or cutover windows than those specified in this Section VII.E for the same services for other carriers, it will do the same for Louisville Lightwave upon request.

F. Pricing Provisions. The prices for unbundled loops shall be as set forth in Attachment C-15.

G. Request for Further Unbundled Access Elements.

1. BellSouth shall, upon request of Louisville Lightwave, and to the extent technically feasible, provide to Louisville Lightwave access to its unbundled elements for the provision of Louisville Lightwave' communications service. Any request by Louisville Lightwave for access to an BellSouth unbundled element that is not already available shall be treated as a unbundled element Bona Fide Request. Louisville Lightwave shall provide BellSouth access to its unbundled elements as mutually agreed by the parties or as required by the Commission or FCC. The parties shall adhere to the process as agreed and described in Exhibit A.

2. An Unbundled Element obtained by one Party from the other Party under this Section VII may be used in combination with the facilities of the requesting party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

3. Notwithstanding anything to the contrary in this Section VII, a Party shall not be required to provide a proprietary Unbundled Element to the other Party under this Section VII except as required by the Commission or FCC.

H. Unbundled Element Interconnection and Maintenance.

1. Interconnection shall be achieved via Collocation arrangements Louisville Lightwave shall maintain at the BellSouth premises at which the unbundled elements are resident.

2. Louisville Lightwave and BellSouth shall work cooperatively so each Loop may be delivered to the Louisville Lightwave Collocation arrangement over an individual 2/4-wire hand-off, in multiples of 24 over a digital DS-1 hand-off in any combination or order Louisville Lightwave may specify, or through other technically feasible and economically comparable hand-off arrangements requested by Louisville Lightwave (e.g., SONET STS-1 hand-off).

3. All switched and transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to services provided to BellSouth end users will apply to like services ordered by Louisville Lightwave.

4. BellSouth will use its best efforts to bill all unbundled loop facilities purchased by Louisville Lightwave (either directly or by previous assignment by a customer) on a single consolidated statement per LATA.

5. Where BellSouth utilizes digital loop carrier ("DLC")¹ technology to provision the Loop of bundled Telephone Exchange Service to an end user customer who subsequently determines to assign the Loop to Louisville Lightwave and receive Telephone Exchange Service from Louisville Lightwave via such Loop, BellSouth shall, where technically feasible deliver such Loop to Louisville Lightwave on an unintegrated basis, pursuant to Louisville Lightwave's chosen hand-off architecture, without a degradation of end-user service or feature availability.

6. BellSouth will permit Louisville Lightwave to physically collocate and, on an interim basis, virtually collocate, digital loop carriers (DLC) and associated equipment at BellSouth premises, including but not limited to, BellSouth Smarting services (nodes) Louisville Lightwave may be leasing from BellSouth, for the purpose of interconnecting to unbundled Loops. This provision is immediately enforceable for virtual collocation upon execution of the Agreement, notwithstanding the lack of an agreement on final rates, terms, and conditions for physical collocation which is subject to the outcome of further negotiations, Commission and/or FCC proceedings and/or arbitration.

7. BellSouth and Louisville Lightwave will work cooperatively toward interim and long term arrangements by which Louisville Lightwave may place, verify and receive confirmation on orders for unbundled elements via an industry accepted (e.g. OBF developed) format/specification. In addition, BellSouth shall provide Louisville Lightwave with an appropriate on-line electronic file transfer arrangement by which Louisville Lightwave may issue and track trouble-ticket and repair requests associated with interconnection trunking, unbundled loops, and service provider number portability arrangements.

I. Unbundled Local Transport (47 U.S.C. § 271). BellSouth shall provide Louisville Lightwave with access to unbundled local transport from the trunk side of a wireline

¹ See, Bellcore TR-TSY-000008, *Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch* and TR-TSY-000303, *Integrated Digital Loop Carrier (IDLC) Requirements, Objectives, and interface.*

local exchange carrier switch unbundled from switching or other services and priced consistent with Section 252 of the "Act" and/or Commission and/or FCC order.

J. Unbundled Switching (47 U.S.C. § 271). BellSouth shall provide Louisville Lightwave with access to local switching unbundled from local transport, local loop transmission, or other services and priced consistent with Section 252 of the "Act" and/or Commission and/or FCC order.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. § 251(b)(4) and § 271(c)(2)(B)(iii))

BellSouth agrees to provide to Louisville Lightwave, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth. BellSouth and Louisville Lightwave are parties to a certain License Agreement for Pole Attachments and/or Conduit Occupancy. Louisville Lightwave may, in its sole discretion, elect in their entirety the terms of any other agreement providing for access to BellSouth's poles, ducts, conduits and rights-of-way that is executed by BellSouth and any other telecommunications carrier or offered by BellSouth to any other telecommunications carrier or any party with an affiliate or subsidiary that is a telecommunications carrier.

IX. Access to 911/E911 Emergency Network

A. For basic 911 service, BellSouth will provide to Louisville Lightwave a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Louisville Lightwave will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Louisville Lightwave will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Louisville Lightwave shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in Section IX.C.

B. For E911 service, Louisville Lightwave shall install a minimum of two dedicated trunks originating from Louisville Lightwave's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Louisville Lightwave will provide BellSouth daily updates to the E911 database.

C. If a municipality has converted to E911 service, Louisville Lightwave will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are

not available, Louisville Lightwave will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

D. BellSouth and Louisville Lightwave agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time by mutual agreement, or industry-wide practice, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

E. The applicable rate elements are as set forth in Attachment C+3, incorporated herein by this reference.

X. Provision of Operator Services (47 U.S.C. § 271(c)(2)(B)(vii)(II)&(III))

A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.

B. BellSouth will offer to Louisville Lightwave and Louisville Lightwave may choose to purchase Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

C. BellSouth will offer to Louisville Lightwave and Louisville Lightwave may choose to purchase CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachments C-11 and C-12, incorporated herein by this reference.

XI. Directory Listings (47 U.S.C. § 271(c)(2)(B)(viii))

A. Subject to execution of an Agreement between Louisville Lightwave and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) Louisville Lightwave's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to Louisville Lightwave's subscribers.

B. BellSouth will include Louisville Lightwave subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Louisville Lightwave to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information within 60 days of the execution of an Agreement.

C. BellSouth will provide Louisville Lightwave a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Louisville Lightwave will provide

BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord Louisville Lightwave's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to Louisville Lightwave's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers (47 U.S.C. § 271(c)(2)(B)(ix))

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that Louisville Lightwave has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the Bellcore Guidelines Regarding Number Assignment. Louisville Lightwave agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases (47 U.S.C. § 271(c)(2)(B)(x))

A. Each party will offer to the other use of its signaling network and signaling databases on an unbundled basis at published tariffed rates or at rates, terms and conditions mutually agreed to by the parties. Signaling functionality will be available with both A-link and B-link connectivity.

B. BellSouth agrees to input the NXXs assigned to Louisville Lightwave into the Local Exchange Routing Guide ("LERG").

C. BellSouth will enter Louisville Lightwave line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable Louisville Lightwave's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

D. If Louisville Lightwave utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale (47 U.S.C. § 251(c)(4), § 251(d)(3) & § 271(c)(2)(B)(xiv))

A. The rates pursuant to which Louisville Lightwave is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference.

B. Louisville Lightwave may resell the tariffed local exchange and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; and legislatively or administratively mandated specialized discounts (e.g. education institutions discount).

C. The provision of services by BellSouth to Louisville Lightwave does not constitute a joint undertaking for the furnishing of any service.

D. Louisville Lightwave will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Louisville Lightwave for all services.

E. Louisville Lightwave will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, Louisville Lightwave accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill Louisville Lightwave for handling troubles that are found not to be in the BellSouth network. If authorized by Louisville Lightwave, BellSouth may contact Louisville Lightwave's customers for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein. BellSouth will respond to Louisville Lightwave's trouble reports and repair troubles with processes and in time frames which BellSouth performs for its own end-user customers. BellSouth will also extend to Louisville Lightwave any performance guarantees or specialized trouble handling or repair procedures extended to any other reseller to the extent such procedures are more favorable than those provided to Louisville Lightwave under this Agreement.

F. Each party will continue to bill the end user for any services that the end user specifies it wishes to receive directly from such party. Each party maintains the right to serve directly any end user within the service area of the other party, and each party agrees not to interfere with the right of any end user to obtain service directly from the other. Each party will directly market its own telecommunications products and services and in doing so may establish

independent relationships with end users of the other party, but each party will treat any information that it acquires regarding the other party's customer as proprietary to the other party and will not use any such information to market to the other party's customers.

G. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Louisville Lightwave.

H. Louisville Lightwave agrees that its resale of BellSouth services shall be as follows:

1. In Kentucky, Louisville Lightwave's resale of BellSouth services shall be subject to any and all restrictions upon resale contained in duly adopted and Effective rules, regulations or orders of a Commission adopted after February 8, 1996, or in any tariff filed by BellSouth and expressly approved by a Commission after August 8, 1996 unless such restriction is preempted by the FCC, in which case such restriction shall not apply while such FCC preemption is Effective.

I. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. Louisville Lightwave or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

J. BellSouth will not perform billing and collection services for Louisville Lightwave as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

K. BellSouth will bill Louisville Lightwave for the End User Common Line charge associated with resold services. The End User Common Line Charge will not be subject to the discount percentages set forth in Attachment D.

L. The procedures for discontinuing end user service purchased by Louisville Lightwave for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to Louisville Lightwave's end user on behalf of, and at the request of, Louisville Lightwave. Upon restoration of the end user's service, restoration charges will apply and will be the responsibility of Louisville Lightwave.
2. At the request of Louisville Lightwave, BellSouth will disconnect a Louisville Lightwave end user customer.
3. All requests by Louisville Lightwave for denial or disconnection of an end user for nonpayment must be in writing.
4. Louisville Lightwave will be made solely responsible for notifying the end user of the proposed disconnection of the service.

5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise Louisville Lightwave when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Louisville Lightwave and/or the end user against any claim, loss or damage arising from providing this information to Louisville Lightwave. Louisville Lightwave will use best efforts to take corrective action necessary with its customers who make annoying calls.

M. The procedures for discontinuing resale service to Louisville Lightwave are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of, unlawful use of the facilities or service, or abuse of the facilities.

2. Except for payments in dispute, if payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Louisville Lightwave that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and Louisville Lightwave's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If Louisville Lightwave disputes the billed charges, it shall, within fourteen (14) days after the notice, inform BellSouth in writing which portion of the charges it disputes, including the reasons for its dispute. Disputes hereunder shall be resolved in accordance with the procedures identified in Section XXI.B of this Agreement. Amounts unpaid because they are disputed and in Dispute Resolution shall not form the basis of any adverse action hereunder.

4. If payment of the undisputed portion of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

5. If Louisville Lightwave fails to comply with the provisions of this Section XIV.M, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by Louisville Lightwave to receive notices of noncompliance, discontinue the provision of existing resale services to Louisville Lightwave at any time after the later of (i) the date in Section XIV.M.3, or (ii) the date set forth in the written notice provided for in this Section XIV.M.5. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the later of (a) the date in Section XIV.M.3, or (b) the date set forth in the written notice provided for in this Section XIV.M.5 and Louisville Lightwave's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Louisville Lightwave without further notice.

6. If payment is not received or arrangements made for payment by the date provided for in Section XIV.M.5, Louisville Lightwave's services will be discontinued. Upon discontinuance of service on a Louisville Lightwave's account, service to Louisville Lightwave's end users will be denied. BellSouth will also reestablish service at the request of the end user or Louisville Lightwave upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.

7. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

N. BellSouth may require Louisville Lightwave to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves Louisville Lightwave from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that Louisville Lightwave defaults on its account, service to Louisville Lightwave will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Louisville Lightwave during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Louisville Lightwave by the accrual date.

O. Louisville Lightwave is strictly prohibited from any use of, including but not limited to sales, marketing or advertising, any BellSouth name or trademark.

P. BellSouth will provide Louisville Lightwave with outage credits on resold services that are equivalent to the outage credits that BellSouth provides to its retail customers as specified in the appropriate BellSouth tariff for the equivalent retail service.

XV. Ordering of Services From BellSouth For Resale Purposes

A. The ordering and provision of services purchased from BellSouth for resale purposes by Louisville Lightwave shall be as set forth in the ALEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement and in accordance with applicable and Effective FCC and Commission rules, regulations and orders.

B. When the initial service is ordered by Louisville Lightwave, BellSouth will establish an accounts receivable master account for Louisville Lightwave.

C. BellSouth shall bill Louisville Lightwave on a current basis all applicable charges and credits, including any service order charges.

D. Payment of all charges will be the responsibility of Louisville Lightwave. Louisville Lightwave shall make payment to BellSouth for all services billed, except for payments in dispute.

Except as provided in Section XV.E, BellSouth is not responsible for payments not received by Louisville Lightwave from Louisville Lightwave's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

E. BellSouth will render bills each month on established bill days for each of Louisville Lightwave's accounts. Louisville Lightwave may dispute any amount paid to BellSouth up to one (1) year from date payment was made. In the event of such dispute, the parties will resolve the dispute as stated in Section XXI.B of this Agreement. In the event that a dispute is resolved in favor of Louisville Lightwave, BellSouth shall refund the disputed amount, together with interest at the rate applicable to late payments. The parties understand and agree that provision of accurate billing information in a timely manner by BellSouth to Louisville Lightwave is critical to the success of Louisville Lightwave's business and Louisville Lightwave's ability to pay BellSouth.

F. BellSouth will bill Louisville Lightwave in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges that are required by statute or local ordinance or by duly authorized and Effective rule, regulation or order of the FCC or a Commission, such as 911/E911 charges or Telecommunications Relay Service charges, on an individual end user account level.

G. Except as provided for in Section XV.E, the payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

H. Upon production of proof of tax exempt certification, the total amount billed to Louisville Lightwave will not include any taxes due from the end user. Louisville Lightwave will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

I. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that Louisville Lightwave actually makes the payment to BellSouth, or

2. the interest rate applicable to late payments as specified in BellSouth's state tariff for the applicable state, but not more than one and one-half percent (1½%) per month, compounded daily, for the number of days from the payment due date to and including the date that Louisville Lightwave actually makes the payment to BellSouth.

J. BellSouth will bill any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines to the applicable interexchange carriers.

K. In general, BellSouth will not become involved in disputes between Louisville Lightwave and Louisville Lightwave's end user customers over resold services, except for disputes arising from the quality of services provided by BellSouth. If a dispute does arise that cannot be settled without the involvement of BellSouth, Louisville Lightwave shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Louisville Lightwave to resolve the matter in as timely a manner as possible. Louisville Lightwave may be required to submit such documentation as may be available to it to substantiate the claim.

L. When Louisville Lightwave takes services under BellSouth's offer of services for resale, Louisville Lightwave is responsible for payment of all appropriate charges for completed calls, services, and equipment. Louisville Lightwave may dispute bills subsequent to the end of a payment cycle or payment. On average, BellSouth will provide Louisville Lightwave's resale customers the same services and service intervals for BellSouth's portion of the resale service as BellSouth provides for its own customers. BellSouth will render billing information to Louisville Lightwave on the third business day after the end of the thirty (30) day billing cycle. The parties agree that Louisville Lightwave may have little practical ability to collect for services for which billing information is received from BellSouth more than four months after service was provided by BellSouth. Further, the parties will work together to remedy any situations in which billing information is received from BellSouth more than four months after service was provided by BellSouth.

XVI. Network Design and Management (47 U.S.C. § 251(c)(5))

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. In markets where Louisville Lightwave is interconnected with BellSouth or has purchased services or facilities from BellSouth for use in connection with the provision by Louisville Lightwave of interexchange, exchange access, private line or similar services prior to the effective date of this Agreement, BellSouth will not charge rearrangement, reconfiguration, disconnection, or other non-recurring fees that may be associated with the initial reconfiguration of such services and facilities for Louisville Lightwave's interconnection arrangement. However, notwithstanding the foregoing, BellSouth will charge Louisville Lightwave applicable non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased by Louisville Lightwave

E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for repeat dialing. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Sections IV and V of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

XVII. Disconnection of Existing End User Service

A. Each party will accept requests from the other to disconnect the service of an existing end user. Neither party will require end user confirmation prior to disconnecting the end user's service. Either BellSouth or Louisville Lightwave must, however, provide proof of authorization upon request. Either party will accept a request directly from an end user for conversion of the end user's service from the other party or to another party. Each party will notify the other that such a request has been processed.

B. In the event that either party receives a complaint alleging an unauthorized change in local service provider by the other party, the party receiving the complaint will promptly contact the other party and notify it of the complaint. The party alleged to be providing local service without customer authorization shall have three (3) business days to produce a Letter of Authorization from the applicable customer. In the event that the party is unable to produce a Letter of Authorization within three (3) business days, it shall pay the applicable non-recurring charges to reestablish the customer's service with the appropriate local service provider and an investigation fee of \$19.41 per line or trunk for residence or business customers.

C. BellSouth may designate BellSouth as the preferred provider of local exchange service for its own pay telephones.

XVIII. Implementation of Agreement, Installation, Maintenance, Testing and Repair

Louisville Lightwave and BellSouth will jointly develop and agree on a Joint Interconnection Grooming Plan (the "Grooming Plan") which shall define and detail, inter alia, prescribing standards to ensure that BellSouth Interconnection Wire Center ("BIWC") and Louisville Lightwave Interconnection Wire Center ("IWC") trunk groups experience a consistent P.01 or better grade of service, and other appropriate, relevant, industry-accepted quality, reliability and availability standards. Such plan shall also include mutually agreed upon default standards for the configuration of segregated BIWC trunk groups and segregated IWC trunk groups. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. The plan shall include definitive parameters which define under what circumstances the parties may transition trunk groups to two-way trunk groups. The parties will use their best collective good faith efforts to complete and agree upon such plan at the earliest practicable date, but not less than 90 days following execution of this Agreement. Furthermore, the plan should include maintenance of the SONET transmission system, disaster recovery provision escalations, and such other matters as the parties may agree. The Parties will use their best collective good faith efforts to implement the Grooming Plan in the initial LATAs pursuant to the plan. The parties agree to install the initial interconnection trunks in each LATA requested by Louisville Lightwave as specified in Section IV.M prior to completion of the Grooming Plan.

XIX. Adjustments to Terms

A. The parties agree that if,

1. the FCC or a Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations,
2. the FCC or a Commission preempts the effect of this Agreement, or
3. the FCC or a Commission duly promulgates a rule or regulation that, subject to the Dispute Resolution provisions of Section XXI.A, the parties agree is inconsistent with any

one or more of the provisions of this Agreement and requires modification of this Agreement,

then, in any such case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier, including, without limitation, an agreement resulting from an arbitration pursuant to 47 U.S.C. § 252(b), (an "Other Interconnection Agreement") which provides for any of the arrangements covered by this Agreement upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then BellSouth shall be deemed thereby to have offered such arrangements to Louisville Lightwave upon such Other Terms, which Louisville Lightwave may accept as provided in Section XIX.E. In the event that Louisville Lightwave accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, such Other Terms shall be effective between BellSouth and Louisville Lightwave as of the effective date of such Other Interconnection Agreement. In the event that Louisville Lightwave accepts such offer more than sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, such Other Terms shall be effective between BellSouth and Louisville Lightwave as of the date on which Louisville Lightwave accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or a Commission enters an order (an "Interconnection Order") requiring BellSouth to provide any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Louisville Lightwave upon such Other Terms, which Louisville Lightwave may accept as provided in Section XIX.E. In the event that Louisville Lightwave accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Louisville Lightwave as of the effective date of such Interconnection Order. In the event that Louisville Lightwave accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Louisville Lightwave as of the date on which Louisville Lightwave accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Tariff becoming effective, BellSouth shall be

deemed thereby to have offered such arrangements to Louisville Lightwave upon such Other Terms, which Louisville Lightwave may accept as provided in Section XIX.E. In the event that Louisville Lightwave accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Louisville Lightwave as of the effective date of such Interconnection Tariff. In the event that Louisville Lightwave accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Louisville Lightwave as of the date on which Louisville Lightwave accepts such offer.

E. In the event that BellSouth is deemed to have offered Louisville Lightwave the arrangements covered by this Agreement upon Other Terms, Louisville Lightwave in its sole discretion may accept such offer either,

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to any of the following as a whole:
 - a. any local interconnection service,
 - b. any interLATA and intraLATA toll traffic interconnection service,
 - c. any Number Portability service,
 - d. access to any unbundled network elements, including local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services, directory assistance, directory listings, and any elements that result from subsequent bona fide requests,
 - e. access to poles, ducts, conduits and rights-of-way,
 - f. access to 911/E911 emergency network,
 - g. any resale services, or
 - h. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by Louisville Lightwave, shall remain in full force and effect.

F. In the event that,

1. BellSouth and Louisville Lightwave revise this Agreement pursuant to Section XIX.A, or
2. Louisville Lightwave accepts a deemed offer of Other Terms pursuant to Section XIX.E,

then BellSouth or Louisville Lightwave, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such

revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or Louisville Lightwave accepts such Other Terms, plus simple interest at a rate equal to the thirty day commercial paper rate for high grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in THE WALL STREET JOURNAL.

XX. Network Protection

A. Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

B. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

C. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

D. Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:

1. Promptly notify the other Party of such temporary discontinuance or refusal; and
2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.

E. Each party assumes the responsibility of notifying the other regarding less than standard operations with respect to services provided by it.

F. Each party shall notify the other in accordance with Effective FCC or Commission requirements of any changes in the operation of its network that may be likely to affect the other party.

G. BellSouth agrees to notify Louisville Lightwave electronically of any changes in the terms and conditions under which it offers Telecommunications Services to subscribers who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least 45 days prior to the effective date of any such change or concurrent with BellSouth's internal notification process for such change, whichever is earlier. Louisville Lightwave recognizes that certain revisions may occur between the time BellSouth notifies Louisville Lightwave of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify Louisville Lightwave of such revisions consistent with BellSouth's internal notification process but Louisville Lightwave accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by Louisville Lightwave unless caused by the intentional misconduct of BellSouth for the purposes of this section. The notification given pursuant to this section will not be used by the parties to market their offering of such service in the retail market externally in advance of BellSouth filings.

XXI. Dispute Resolution

A. Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the parties shall appoint a designated representative who has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one party to the other party shall be honored. If the parties are unable to resolve issues related to a Dispute within thirty (30) days after the parties' appointment of designated representatives as set forth above, then either party may file a complaint with the FCC or applicable Commission in accordance with the procedures applicable to the resolution of disputes among carriers in the applicable state.

B. Disputed Amounts

If any portion of an amount due to a party (the "Billing party") under this Agreement is subject to a bona fide dispute between the parties, the party billed (the "Non-Paying party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying party shall pay when due (i) all undisputed amounts to the Billing party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the parties.

If the parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing party of notice of the Disputed Amounts, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one party to the other party shall be honored.

If the parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the parties' appointment of designated representatives pursuant to this Section, then either party may file a complaint with the Commission or the FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either party.

The parties agree that all negotiations pursuant to this Section shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence; provided, however, that a party may disclose the substance of such negotiations to the FCC or the Commission pursuant to this Section for purposes other than to determine liability.

Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one percent (1%) per month and (ii) the highest rate of interest that may be charged under applicable law.

Notwithstanding anything to the contrary in this Section XXI.B, each party shall have the right to contest any amounts paid to the other party hereunder for a period of one (1) year after such amounts were paid. The party contesting such amounts shall deliver written notice to such other party within one (1) year of its payment and include in such notice the specific details and reasons for disputing such amounts. If the parties are unable to resolve such contested amounts in the normal course of business within thirty (30) days after delivery of notice of the contested amounts, such dispute shall be handled in accordance with Section XXI.A.

C. Each party reserves any rights it may have to seek judicial review of any ruling made by the FCC or a Commission concerning this Agreement.

XXII. Performance Standards for Specified Activities

A. **Certain Definitions** When used in this Section XXII, the following terms shall have the meanings indicated:

1. "Specified Performance Breach" means the failure by BellSouth to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.
2. "Specified Activity" means any of the following activities:
 - a. the installation by BellSouth of unbundled Loops for Louisville Lightwave ("Unbundled Loop Installation");
 - b. BellSouth's provision of interim Service Provider Number Portability;
 - c. the repair of out of service problems for Louisville Lightwave ("Out of Service Repairs"); or
 - d. the provision of resold services to Louisville Lightwave.
3. "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by BellSouth during such month of each Specified Activity shown below within the time interval shown in at least eighty percent (80%) of the covered instances:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL
(i) Unbundled Loop Installation	DATE
1-10 Loops per Service Order	5 days from BellSouth's Receipt of valid Service Order
11-20 Loops per Service Order	10 days from BellSouth's Receipt of valid Service Order
21+ Loops per Service Order	to be Negotiated
(ii) Interim SPNP Provisioning	to be negotiated within 45 days of Effective Date
(iii) Out of Service Repairs	repair intervals applicable to services provided to BellSouth's retail customers
(iv) Resold Services	provisioning intervals applicable to services provided to BellSouth's retail customers

The Performance Criteria for unbundled loops apply to 2-wire and 4-wire analog loops where the facilities are available. In all other cases, the parties agree to negotiate reasonable intervals.

B. Performance Standards. The parties agree to negotiate in good faith in order to agree within forty-five days after the Effective Date upon performance standards and remedies for BellSouth's failure to conform to the Performance Criteria. If the parties fail to agree upon such performance standards and remedies within forty-five days after the Effective Date, they shall continue to negotiate in good faith for a second period of forty-five days. In the event that the parties fail to agree upon any such performance standards or remedies by the end of the

second such forty-five day period, either party may petition the appropriate Commission to establish performance standards and remedies for failure to conform to such performance standards.

XXIII. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

B. For combined interstate and intrastate Louisville Lightwave traffic terminated by BellSouth over the same facilities, Louisville Lightwave shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to Louisville Lightwave. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. BellSouth reserves the right to periodically audit services purchased by Louisville Lightwave for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement, which audit shall be combined with the audit, if any, referred to in Section XXIII.A. Louisville Lightwave agrees to make any and all relevant records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit, and such audit shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, Louisville Lightwave shall be notified and billing for the affected services will be immediately changed to conform with this Agreement. Louisville Lightwave may seek FCC or Commission review of the results of any such audit in order to obtain an FCC or Commission determination of whether it has complied with applicable restrictions on the resale of BellSouth services and prior to changing its practices or paying any increased charges for the resold services, but back billing and interest may accrue, if applicable, during such FCC or Commission review.

D. All information disclosed to either party or its auditors by the other during the course of any audit pursuant to this Section XXIII shall be treated as proprietary and confidential information in accordance with Section XXVI.

XXIV. Liability and Indemnification

A. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Louisville Lightwave, an Louisville Lightwave customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section XXIV, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by Louisville Lightwave, any Louisville Lightwave customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

B. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by Louisville Lightwave pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section XXIV, Louisville Lightwave's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer, or any other person or entity resulting from the gross negligence or willful misconduct of Louisville Lightwave shall not be subject to such limitation of liability.

C. Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

D. Neither party shall be liable for damages to the other party's terminal location, POI or other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damages is caused by such party's gross negligence or willful misconduct.

E. Notwithstanding Sections XXIV.A and XXIV.B, the party providing services under this Agreement, its affiliates, and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the receiving party's own communications; 2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder.

F. Neither party assumes liability for the accuracy of the data provided to it by the other and each party agrees to indemnify and hold, harmless the other for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data by that party to the other in conjunction with the provision of any service provided pursuant to this Agreement.

G. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding Sections XXIV.A and XXIV.B, each party shall be indemnified, defended and held harmless by the other party or the other party's customer from any and all claims by any person relating to the other party or other party's customer's use of services so provided.

H. No license under patents (other than the limited license to use) is granted by one party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding Sections XXIV.A and XXIV.B, the party providing a service pursuant to this Agreement will defend the party receiving such service against claims of patent infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

1. Modification of the service by someone other than the providing party and /or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or
2. The combination, operation or use of the service with any product, data or apparatus not provided by the providing party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.

I. Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Section XXIV, such party (the "Indemnified party") shall promptly give written notice to the other party (the Indemnifying party") of such claim or action, but the failure to so notify the Indemnifying party shall not relieve the Indemnifying party of any liability it may have to the Indemnified party except to the extent the Indemnifying party has actually been prejudiced thereby. The Indemnifying party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified party shall cooperate with the Indemnifying party's reasonable requests for assistance or information relating to such claim, at the Indemnifying party's expense. The Indemnified party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified party.

J. A party's failure to provide or maintain services offered pursuant to this Agreement shall be excused to the extent such failure is the result of labor difficulties, governmental orders, civil commotion, criminal actions taken against such party, acts of God and other circumstances beyond such party's reasonable control.

XXV. Taxes

A. Definition For purposes of this Section XXV, the terms "taxes" and "fees" shall include but not be limited to federal state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed, either of the parties and measured by the charges of payments, for the services furnished hereunder, excluding any taxes levied on income.

B. Taxes And Fees imposed Directly On Either Seller Or Purchaser

1. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.
2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.
2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.
3. If the purchasing party determines that in its opinion any such taxes or fees are not lawfully due, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing party, the providing party shall permit the purchasing party to pursue the contest in the name of providing party and providing party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings

issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

D. Taxes And Fees Imposed on Seller But Passed On To Purchaser

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense. In the event that such contest must be pursued in the name of the providing party, providing party shall permit purchasing party to pursue the contest in the name of the providing party and the

providing party shall have the opportunity to participate fully in the preparation of such contest.

4. If, after consultation in accordance with the preceding Section XXV.D.3, the purchasing party does not agree with the providing party's final determination as to the application or basis of a particular tax or fee, and if the providing party, after receipt of a written request by the purchasing party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing party, the purchasing party may utilize the dispute resolution process outlined in Section XXI.A of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

5. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

6. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

7. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

8. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation

In any contest of a tax or fee by one party, the other party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other party shall be reimbursed for any reasonable

and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each party agrees to indemnify and hold harmless the other party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this Section XXV.

XXVI. Treatment of Proprietary and Confidential Information

A. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other party's employees, contractors, agents or Affiliates (its "Representatives" and with a party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be identified as confidential or proprietary prior to disclosure of the actual Proprietary Information to enable the Receiving party to determine whether it will accept such Proprietary Information and, if accepted, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each receiving party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information to a Commission or the FCC or as required by any governmental authority or applicable law only in accordance with Section XXVI.B.

B. If a Receiving Party desires to disclose or provide to a Commission or the FCC any proprietary information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

If a Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section XXVI with respect to all or part of such requirement. The

Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

C. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

XXVII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XXVIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXIX. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Kentucky, without regard to its conflict of laws principles.

XXX. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXXI. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
3535 Colonnade Parkway
Room E4E1
Birmingham, Alabama 35243
Attn: OLEC Account Team

Louisville Lightwave Telecommunications,
Inc
Vice President, Regulatory and Legal Affairs
2670 Boyce Plaza Road
Pittsburgh, PA 15241
Facsimile: 412/221-6642

with a copy to:

BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Room 4300
Atlanta, Georgia 30375
Attn: COU General Counsel -
Interconnection

with a copy to:

Swidler & Berlin, Chartered
Attn: Douglas G. Bonner, Esq.
Dana Frix, Esq.
3000 K Street, NW
Suite 300
Washington, DC 20007-5116
Facsimile: 202/424-7645

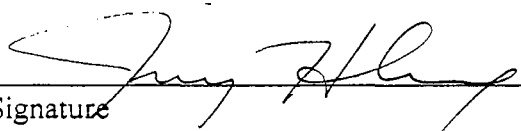
or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XXXII. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.


BellSouth Telecommunications, Inc.


Signature

Director
Title

4/15/97
Date

Louisville Lightwave, LP


Signature

Sr. Vice President
Hyperion Telecommunications of Kentucky
General Partner
Title

4/9/97
Date

ATTACHMENT A
RATES AND CHARGES
Kentucky

The following pages set forth the rates and charges applicable in Kentucky.

RATES AND CHARGES - KENTUCKY

NETWORK LOCAL INTERCONNECTION/ELEMENT	Proposed Price - Existing Tariff	Proposed Price - True-Up
Unbundled Loops		
2-Wire Analog Voice Grade Loop, Per Month	\$25.00	\$17.00
Nonrecurring	(\$140.00 1st /45.00 add'l)*	\$58.40
4-Wire Analog Voice Grade Loop, Per Month	\$45.00	\$27.20
Nonrecurring	(\$140.00 1st/45.00 add'l)*	\$58.40
2-Wire ISDN Digital Grade Loop, Per Month		\$27.20
Nonrecurring		\$58.40
2-Wire ADSL/HDSL Loop, Per Month		\$17.00
Nonrecurring		\$58.40
4-wire HDSL Loop, Per Month		\$27.20
Nonrecurring		\$58.40
4-Wire DS1 Digital Grade Loop, Per Month	\$140.00	
Nonrecurring	(\$775.00 1st/335.00 add'l)	
Unbundled Exchange Access IOC		
0 - 8 Miles, Fixed Per Month	\$30.00	
Per Mile, Per Month	\$2.05	
9 - 25 Miles, Fixed Per Month	\$30.00	
Per Mile, Per Month	\$2.00	
Over 25 Miles, Fixed Per Month	\$30.00	
Per Mile, Per Month	\$1.95	
Nonrecurring		
Unbundled Local Switching*		
Unbundled Exchange Ports		
2-wire Analog, Per Month		\$2.70
Nonrecurring		\$50.00 1st/18.00 add'l
4-wire Analog (Coin), Per Month		\$4.00
Nonrecurring		\$50.00 1st/18.00 add'l
4-wire ISDN DS1, Per Month		\$333.00
Nonrecurring		\$230.00 1st/200.00 add'l
2-Wire ISDN Digital, Per Month		\$15.00
Nonrecurring		\$150.00 1st/120.00 add'l
2-Wire Analog Hunting - per line - Per Month		\$3.30
Nonrecurring		\$3.00
*Nonrecurring rates for unbundled loops have been adjusted downward during negotiations and are not tariffed rates.		

RATES AND CHARGES - KENTUCKY

NETWORK LOCAL INTERCONNECTION/ELEMENT	Proposed Price - Existing Tariff	Proposed Price - True-Up
Unbundled Local Usage (Restructured Switching)		
End Office Switching Per MOU		\$.00566
Tandem Switching Per MOU		\$.000676
Common Transport Per Mile/MOU		\$.00004
Common Transport Facilities Termination Per Month		\$.00036
Local Interconnection [NOTE 1]		
End Office Switching Per MOU	\$0.00755	
Tandem Switching Per MOU	\$0.000676	
Common Transport Per Mile/MOU	\$0.00004	
Common Transport - Facility Termination Per MOU	\$0.00036	
Intermediary Tandem Per MOU*	\$.002	
Dedicated Transport - DS1		
Per Mile Per Month	\$23.00	
Facility Termination Per Month	\$90.00	
Nonrecurring	\$100.49	
Channelization System - For Unbundled Loops		
Unbundled Loop System (DS1to VG) per sys/per mo.		\$400.00
Nonrecurring		\$525.00
Central Office Interface Per Circuit, Per Month		\$1.15
Nonrecurring		\$8.00
CCS7 Signaling Transport Service		
Signaling Connection Link, Per Month	\$155.00 56Kbps/mo	
Nonrecurring	\$510.00	
Signaling Termination (Port), Per Month	\$355.00 STP Port/mo.	
Signaling Usage, Per 56 Kbps Facility, Per Month		\$395.00
800 Access Ten Digit Screening Service		
800/POTS Number Delivery, Per Query	\$.00383	
800/POTS Number Delivery with Optional complex Features, Per Query	\$.00431	
<p>* The tandem intermediary charge applied only to intermediary traffic and is applied in addition to applicable local interconnection charges.</p> <p>NOTE 1: Local Interconnection is defined as the transport and termination of local traffic between facility based carriers.</p>		
Information Database Access Service		
Common Transport, Per Query	\$.00030	

RATES AND CHARGES - KENTUCKY

NETWORK LOCAL INTERCONNECTION/ELEMENT	Proposed Price - Existing Tariff	Proposed Price - True-Up
Validation, Per Query	\$.03800	
Nonrecurring - Establishment or Change	\$91.00	
Operator Services		
Operator Call Processing Access Service		
Operator Provided, Per Minute		
Using BST LIDB		\$1.60
Using Foreign LIDB		\$1.62
Fully Automated, Per Attempt		
Using BST LIDB		\$.09
Using Foreign LIDB		\$.11
Inward Operator Services Access Service		
Verification, Per Call	\$.90	
Emergency Interrupt, Per Call	\$1.95	
Directory Assistance Access Service Calls		
Per Call	\$.271744	-
Directory Assistance Database Service		
Use Fee, Per DADS Cust's EU Request/Listing	\$.035	
Monthly Recurring	\$150.00	
Direct Access to Directory Assistance Service (DADAS)		
Database Service Charge, Per Month	\$5,000.00	
Database Query Charge, Per Query	\$0.023	
Nonrecurring - DADAS Service Establishment	\$1,000.00	
DACC Access Service		
Per Call Attempt		\$.25
Recording Cost Per Announcement		
Loading Cost Per Audio Unit		
Number Services Intercept Access Service		
Per Intercept Query		\$.25

RATES AND CHARGES - KENTUCKY

NETWORK LOCAL INTERCONNECTION/ELEMENT	Proposed Price - Existing Tariff	Proposed Price - True-Up
Directory Transport		
Switched Common Transport		
Per DA Service Call	\$0.00030	
Switched Common Transport		
Per DA Service Call Mile	\$0.00004	
Access Tandem Switched		
Per DA Service Call	\$0.00055	
Sw. Local Channel - DS 1 Level, Per Month	133.81/mo.	
Nonrecurring	\$866.91 1st/486.83 add'l	
Sw. Dedicated Transport - DS 1 level, Per Mi/Per Mo.	\$23.00	
Facilities Termination, Per Month	\$90.00	
Nonrecurring	\$100.49	
DA Interconnection per DA Service Call	\$0.00269	
Installation		
NRC - Per Trunk or Signaling Connection	\$915.00 1st/100.00 add'l	
Collocation		
Application		-
Per Arrangement / Per Location - Nonrecurring		\$3,850.00
Space Preparation Fee - Nonrecurring		ICB
Space Construction Fee - Nonrecurring		\$4,500.00
Cable Installation - Per Entrance Cable		\$2,750.00
Floor Space Zone A, Per Square Foot, Per Month		\$7.50
Floor Space Zone B, Per Square Foot, Per Month		\$6.75
Power Per AMP, Per Month		\$5.00
Cable Support Structure, Per Entrance Cable		\$13.35
POT Bay (Optional Point of Termination Bay)		
Per 2-Wire Cross - Connect, Per Month		\$0.40
Per 4-Wire Cross - Connect, Per Month		\$1.20
Per DS1 Cross - Connect, Per Month		\$1.20
Per DS3 Cross - Connect, Per Month		\$8.00
Cross-Connects		
2-Wire Analog, Per Month		\$0.30
4-Wire Analog, Per Month		\$0.50
Nonrecurring 2-wire and 4-wire		\$16.00
DS1, Per Month		\$8.00
Nonrecurring		\$155 1st/27.00 add'l
DS3, Per Month		\$72.00
Nonrecurring		\$155 1st/27.00 add'l

RATES AND CHARGES - KENTUCKY

NETWORK LOCAL INTERCONNECTION/ELEMENT	Proposed Price - Existing Tariff	Proposed Price - True-Up
Security Escort		
Basic - 1st half hour		\$41.00
Overtime - 1st half hour		\$48.00
Premium - 1st half hour		\$55.00
Basic - additional		\$25.00
Overtime - additional		\$30.00
Premium - additional		\$35.00

ATTACHMENT B-1
LOCAL INTERCONNECTION SERVICE

Service: Local Interconnection

Description Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone company (ICO), or a Mobile Service Provider(MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and Intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges:

Local: No cash compensation initially; see Section IV.C.

Intermediary: \$.002 per minute plus the intermediary switching party's portion, if any, of the cost of transport to a meet point with the other carrier

ATTACHMENT B-1A
FEATURE GROUP INTERCONNECTION COMPENSATION

Compensation for FGIC traffic will be based on percentages of the sum of all switched access elements as reflected in BellSouth's intrastate access tariff.

In the event that a Commission or the FCC modifies the current switched access rate structures, or redirects the allocation of cost recovery between rate elements under the current structure, the parties will renegotiate the percentage of the revenues to be received by the end office party so that the tandem party receives the same net per minute compensation as it did prior to the rate structure modification.

For intrastate FGIC traffic, the percentage of switched access service revenue is:

STATE	LEC B	LEC A
	End Office Company	Tandem Office Company
Alabama	88%	12%
Florida	77%	23%
Georgia	67%	33%
Kentucky	73%	27%
Louisiana	80%	20%
Mississippi	72%	28%
North Carolina	77%	23%
South Carolina	75%	25%
Tennessee	80%	20%

For interstate FGIC traffic the percentage for LEC B is 70% and for LEC A 30%.

Attachment B-2

Local Interconnection Service

Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

State(s): All

Rates, Terms and Conditions:

In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Sections 3 and 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

Attachment B-3

Local Interconnection Service

Service: Service Provider Number Portability-Remote

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

State(s):	Per Number Ported, Each	Additional Capacity for Simultaneous Call Forwarding, per Additional Path		Per Order, per end user location	
	Monthly Rate	Monthly Rate		Nonrecurring Charge	
Alabama	\$1.50	\$0.75		\$25.00	
Florida	\$1.50 Business	\$0.50 Business		\$25.00 Business	
	\$1.25 Residence	\$0.50 Residence		\$25.00 Residence	
Georgia	\$1.75	\$0.75		\$25.00	
Kentucky	\$1.50	\$0.75		\$25.00	
Louisiana	\$1.50	\$0.75		\$25.00	
Mississippi	\$1.75	\$0.75		\$25.00	
N.Carolina	\$1.50	\$0.75		\$25.00	
S.Carolina	\$1.50	\$0.75		\$25.00	
Tennessee	\$1.75	\$0.75		\$25.00	

Attachment B-4

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)*

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.

State(s):	Alabama				Florida			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	--	--	\$25.00	end user location	--	--	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00	trunk-init. \$80.00 trunk-sub.	\$15.00	trunk	\$170.00	trunk-init. \$86.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50 \$90.00	per mile fac. term.	-- \$100.49	-- fac. term.	\$16.75 \$59.75	per mile fac. term.	-- \$100.49	-- fac. term.

State(s):	Georgia				Kentucky			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	--	--	\$25.00	end user location	--	--	\$25.00	end user location
SPNP-DID Trunk Termination	\$14.00	trunk	\$165.00	trunk-init. \$83.00 trunk-sub.	\$13.00	trunk	\$150.00	trunk-init. \$80.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50 \$90.00	per mile fac. term.	-- \$100.49	-- fac. term.	\$23.50 \$90.00	per mile fac. term.	-- \$100.49	-- fac. term.

* Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's Intrastate Access Tariffs.

**May not be required if the ALEC is collocated at the ported number end office.

Attachment B-4

Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)* (Cont'd)

State(s):	Louisiana				Mississippi			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
	-	-	-		-	-		
SPNP-DID Trunk Termination	\$13.00	trunk	\$170.00	trunk-init.	\$13.00	trunk	\$150.00	trunk-init.
			\$88.00	trunk-sub.			\$80.00	trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$888.97	LC - First	\$133.81	LC	\$888.97	LC - First
	-	-	\$488.83	LC - Add'l	-	-	\$488.83	LC - Add'l
DS1 Dedicated Transport**	\$16.75	per mile	-	-	\$23.50	per mile	-	-
	\$59.75	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

State(s):	N.Carolina				S.Carolina			
RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	-	-	\$25.00	end user location	-	-	\$25.00	end user location
	-	-	-		-	-		
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00	trunk-init.	\$13.00	trunk	\$164.00	trunk-init.
			\$83.00	trunk-sub.			\$81.00	trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$888.97	LC - First	\$133.81	LC	\$888.97	LC - First
			\$488.83	LC - Add'l			\$488.83	LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	-	-	\$23.50	per mile	-	-
	\$90.00	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E8 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

**May not be required if the ALEC is collocated at the ported number end office.

Attachment C-1

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

State(s): All

**Rates: (1) No charge for ALEC-1 customer primary listings.
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.**

Attachment C-2

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

State(s): All

Rates: No Charge

Attachment C-3

Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to its serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E8 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rates: Will be billed to appropriate municipality.

Attachment C-4

Unbundled Products and Services and New Services

Service: 800 Database

Description: Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.

800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

State(s): All

Rates, Terms and Conditions:

In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E8 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

Attachment C-5

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)- Storage Agreement

Description: The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-5 following.

State(s): All

Rates: No Charge

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Agreement, effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____ ("Local Exchange Company"), a _____ corporation. their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 19 __, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

(Facilities Based)

ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- L. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused

by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

(Resale)

ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines. or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.
2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

Attachment C-6

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(s): All

Rate Elements	Description	Monthly	Non-Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	\$0.00030	-
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB. As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.	\$0.03400	-
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	-	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E8.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

Attachment C-7

Unbundled Products and Services and New Services

Service: Signaling -

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	-	\$510.00	56 Kbps facility
CCS7 Signaling Termination - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	-	-	STP Port
CCS7 Signaling Usage* - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	-	\$0.000023 \$0.000050	-	Call Set Up Msg. TCAP Msg.
CCS7 Signaling Usage Surrogate*	\$395.00	-	-	56 Kbps facility
*Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.				

Attachment C-8

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama	\$0.06	Per Call Attempt
	Florida	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N. Carolina	\$0.06	Per Call Attempt
	S. Carolina	\$0.06	Per Call Attempt
Fully Automated Call Handling	All	\$0.15	Per Attempt
Operator Services Transport			
Operator Services transport rates, terms and conditions are as set forth in E5 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.			

Attachment C-9

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Optional service provided to an Access subscriber of BellSouth's DA Access Service. Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested. All local and intralata call completion attempts are routed over an intertoll trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.	All	\$0.25 (per call attempt)
Call Completion Access Termination Charge	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.	Alabama Florida Louisiana Mississippi N. Carolina S. Carolina	\$0.06 \$0.06 \$0.06 \$0.06 \$0.08 \$0.08
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.	All	\$0.25 (per intercept query)
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's, Inc.'s Interstate Access Service Tariff F.C.C. No.1.		

Attachment C-10

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.

State(s): All

Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.

Attachment C-11

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All IntraLATA and local messages originated and billed in the BellSouth Region Involving BellSouth CMDS hosted companies will be processed through the Non-Sent Paid Report System described in Attachment C-12 following.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

Attachment C-12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-continuous CATS reports and administration of associated settlements.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS - intrastate FL and NC	\$0.068	message
NSPRS - intrastate all other BellSouth states	\$0.06	message
NSPRS - CATS	\$0.06	message
NSPRS - non-continuous	\$0.16	message

Contract Provisions for RAO Hosting and NSPRS

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

3. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to FromTo/Bill RAO combinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and cancelling the Exhibits then in effect.

SECTION 8. TERM OF AGREEMENT

8.01 This agreement is effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____, 1998.

WITNESS:

THE ALEC

(title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

(title)

Exhibit A

SECTION 1. SCOPE OF EXHIBIT

1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:

- 1) Message Forwarding to Intraregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
- 2) Message Forwarding to CMD5 - function of receiving an ALEC message and forwarding that message on to CMD5.
- 3) Message Forwarding from CMD5 - function of receiving a message from CMD5 and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMD5 hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMD5 interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:
- 1) a BellSouth customer,
 - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CILD and 881 messages),
 - 3) another company within the contiguous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
 - 4) another company utilizing the non-contiguous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
 - 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

- 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

- 1) BellSouth,
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIRD and 891 messages),
- 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).

2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0668
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.18

Attachment C-13

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

State(s): All except Florida: In all states except Florida, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's, Inc. Interstate Access Service Tariff, FCC No. 1.

State: Florida In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be negotiated

Attachment C-14

Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

Rates, terms and conditions: This service will be provided via a Standard License Agreement.

Attachment C-15

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

Rate Elements	Alabama			Florida		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$17.00	\$140.00	\$45.00
Unbundled Exchange Access IOC						
• Fixed	\$30.00	\$97.00	N/A	\$28.50	\$87.00	N/A
• 1 - 8 Miles	\$2.05	N/A	N/A	\$1.65	N/A	N/A
• 9 - 25 Miles	\$2.00	N/A	N/A	\$1.60	N/A	N/A
• Over 25 Miles	\$1.95	N/A	N/A	\$1.55	N/A	N/A

Rate Elements	Louisiana			Mississippi		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC						
• Fixed	\$30.00	\$100.00	N/A	\$30.00	\$96.00	N/A
• 1 - 8 Miles	\$2.05	N/A	N/A	\$2.05	N/A	N/A
• 9 - 25 Miles	\$2.00	N/A	N/A	\$2.00	N/A	N/A
• Over 25 Miles	\$1.95	N/A	N/A	\$1.95	N/A	N/A

Rate Elements	N.Carolina			S.Carolina		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$30.03	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC						
• Fixed	\$11.85	\$71.87	N/A	\$50.00	\$97.00	N/A
• 1 - 8 Miles	\$2.15	N/A	N/A	\$2.05	N/A	N/A
• 9 - 25 Miles	\$2.15	N/A	N/A	\$2.00	N/A	N/A
• Over 25 Miles	\$2.15	N/A	N/A	\$1.95	N/A	N/A

Attachment C-16

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description:

This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rate elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.

State(s)	Alabama			Florida		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$575.00	\$525.00	N/A	\$555.00	\$480.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00

State(s)	Louisiana			Mississippi		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System				\$530.00	\$510.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit				\$1.60	\$8.00	\$8.00
					\$1.70	\$6.00
						\$6.00

State(s)	N. Carolina			S. Carolina		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.65	\$7.00	\$7.00	\$1.60	\$6.00	\$6.00

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama			Florida		
Rate Elements	Rate	Per	Rate Elements	Rate	
Monthly (1)			Monthly		
Residence Port	\$2.50		Residence Port	\$2.00	
Business Port	\$7.00		Business Port	\$4.50	
PBX Trunk Port (2,3,4)	\$7.00		PBX Trunk Port	\$7.50	
Rotary Service	\$2.00		Rotary Service	\$2.00	
Primary Rate ISDN KAS (5,6)	\$20.00				
Usage-Mileage Bands			Usage-(STB)		
A (0 miles)	\$0.02 Init./min.		- Init. min.	\$0.0275	
	\$0.01 Add'l min.		- add'l min.	\$0.0125	
B (1-10 miles)	\$0.04 Init./min.				
	\$0.02 Add'l min.				
C (11-16 miles)	\$0.08 Init./min.				
	\$0.04 Add'l min.				
D (17-22 miles & existing LCA described in A3.6 greater than 22 ml.)	\$0.10 Init./min.				
	\$0.07 Add'l min.				
E (23-30 miles)	\$0.10 Init./min.				
	\$0.10 Add'l min.				
F (31-40 miles)	\$0.10 Init./min.				
	\$0.10 Add'l min.				
G (Special Band) (7)	\$0.10 Init./min.				
	\$0.10 Add'l min.				

NOTES:

- (1) Nonrecurring Charges, as displayed in Table I on Page 3, and Usage Charges, as displayed on this page, apply in addition to monthly rates.
- (2) Applies per outgoing, incoming or 2-way trunk port.
- (3) DID requires rates and charges as indicated in Table II on Page 3 in addition to the PBX Trunk Port rates.
- (4) COO requires rates and charges as indicated in Table III on Page 3 in addition to the PBX Trunk Port rates.
- (5) Applies per outgoing, incoming or 2-way voice grade equivalent.
- (6) Primary rate ISDN requires a primary rate interface in addition to the primary rate ISDN KASes. Additional charges also apply per Primary Rate B-Channel, Call-by-Call Integrated Service Access Service Selection and Incoming Call Identification. See Table IV on Page 3 for rates and charges.
- (7) In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Attachment C-17

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

Louisiana

Rate Elements	Rate	Per
Monthly		
Residence Port	\$2.50	
Business Port	\$7.00	
PBX Trunk Port	\$7.00	
Rotary Service	\$3.50	
Usage-Mileage Bands		
D (0 miles)	\$0.02	init. Min.
	\$0.01	Add'l min.
A (1-10 miles)	\$0.04	init. Min.
	\$0.02	Add'l min.
B (11-16 miles)	\$0.06	init. Min.
	\$0.04	Add'l min.
C (17-22 miles)	\$0.10	init. Min.
	\$0.07	Add'l min.
D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	init. Min.
	\$0.10	Add'l min.
E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	init. Min.
	\$0.14	Add'l min.
F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14	init. Min.
	\$0.10	Add'l min.
G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14	init. Min.
	\$0.14	Add'l min.
H (Greater than 40 miles Inter-Parish)	\$0.14	init. Min.
	\$0.14	Add'l min.

Mississippi

Rate Elements	Rate	Per
Monthly		
Residence Port	\$3.75	
Business Port	\$7.50	
PBX Trunk Port	\$7.50	
Rotary Service	\$3.75	
Usage - Mile Bands		
A (0 miles)	\$0.02	init. Min.
	\$0.01	Add'l min.
B (1-10 miles)	\$0.04	init. Min.
	\$0.02	Add'l min.
C (11-16 miles, existing LCA described in A3.6 greater than 16 miles, and calls to county seat greater than 16 miles)	\$0.06	init. Min.
	\$0.04	Add'l min.
D (17-30 miles)	\$0.09	init. Min.
	\$0.07	Add'l min.
E (31-55 miles Bilcoi LATA)	\$0.09	init. Min.
	\$0.07	Add'l min.
F (31-55 miles Jackson LATA)	\$0.12	init. Min.
	\$0.10	Add'l min.
G (56-85 miles Bilcoi LATA)	\$0.16	init. Min.
	\$0.14	Add'l min.

N. Carolina

Rate Elements	Rate	Per
Monthly		
Residence Port	\$2.00	
Business Port	\$8.00	
PBX Trunk Port	\$8.00	
Rotary Service	\$1.50	
Usage - (STS)		
- init. Min.	\$0.05	
- Add'l min.	\$0.02	

S. Carolina

Rate Elements	Rate	Per
Monthly		
Residence Port	\$4.00	
Business Port	\$10.50	
PBX Trunk Port	\$10.50	
Rotary Service	\$3.00	
Usage - (STS)		
- Basic Svc Area	\$0.02	
- Expanded Svc Area	\$0.12	

Attachment C-18

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

Description: Provided to ALECs to assist in deployment of numbers on their network to conform with BellSouth existing local calling area geographics.

State: All

Rate(s): No Charge

ANNEX 314

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES ANNEX

Per Query Rate

Effective: 1-12-99

This Annex between BellSouth Telecommunications, Inc., a corporation under the laws of the state of Georgia (herein called BellSouth), and Hyperion Telecommunications of Louisville, PA, a corporation under the laws of the state of Delaware, herein called the Customer sets forth the terms and conditions under which Calling Name Delivery (CNAM) Database Services will be provided by BellSouth to the Customer.

1.00 DEFINITIONS

For the purpose of this Annex and its Exhibits, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides the Customer the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.00 SCOPE OF ANNEX

This Annex will cover the terms and conditions and the various scenarios for which BellSouth will provide to the Customer access to the BellSouth CNAM SCP for query or record storage purposes.

3.00 PHYSICAL CONNECTION AND COMPENSATION

BellSouth's provision of CNAM Database Services to the CLEC requires interconnection from the Customer's operating area to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established by mutual agreement between BellSouth and the CLEC. The associated compensation shall be as set forth in Exhibit A which is hereby made a part of this Annex.

In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, the Customer must provide its own CNAM SSP. The Customer CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

If the Customer elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that the Customer desires to query.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

The mechanism to be used by the Customer for initial CNAM record load and/or updates shall be determined on an individual company basis. The initial load and all updates shall be provided by the Customer in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of the Customer to provide accurate information to BellSouth on a current basis.

Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

5.00 MODIFICATION AND COMPLIANCE

Neither this Annex nor its Exhibits, Supplements or Attachments may be modified except by written agreement signed by authorized officials of both parties.

In addition, no course of dealing or failure of either party to enforce any provision of this Annex or any of its Exhibits shall be construed as a waiver of such provision or any other rights under this Annex or any of its Exhibits.

6.00 TERM AND TERMINATION PROVISIONS

Subject to events of force majeure and other terms and conditions of this Agreement, BellSouth shall provide Calling Name Database Access Service to Customer on the Service Activation Date agreed to by the parties. The Service Activation Date is shown below in this Exhibit.

This Agreement shall be in effect for a term of 1 year(s), beginning on the Service Activation Date. If no term is specified the term shall one year from the Service Activation Date of the Agreement. Either party may terminate this Agreement at the end of the initial term by giving written notice of termination at least ninety (90) days prior to the expiration of said term. If Customer terminates before the initial term is complete Customer shall pay as a termination charge an amount equal to the following:

[Number of months left in initial term x the minimum determined guaranty of queries x the determined rate x 10%].

After the initial term, the term and price shall be reestablished between the Customer and Account Representative. Otherwise, this Agreement shall continue in full force and effect at the one-year term rate of \$.01 per query until either party gives the other party written notice to terminate at least ninety (90) days prior to the termination date.

7.00 PROTECTION OF PROPRIETARY INFORMATION

Each party agrees to protect the proprietary information entrusted to it by the other party. Such proprietary information shall include this Annex and its Exhibits, Supplements and Attachments, and shall be held in confidence by the receiving party and only be disclosed to those employees, contractors or agents who have a need for it in order to provide telecommunications services required to fulfill this Annex and its Exhibits. BellSouth agrees to use the customer names and numbers provided by the Customer for the purposes of Customer Name Delivery Database Services only.

Any proprietary information that is furnished to either party shall be clearly marked as proprietary and shall be treated as such by the receiving party. Such information shall remain the property of the originating party and shall be returned upon request.

Each party agrees to give immediate notice to the other party of any legal demands to disclose proprietary information prior to disclosing such information.

Customer CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulations on privacy treatment.

8.00 INDEMNIFICATION

To the extent not prohibited by law, BellSouth and the Customer agree to indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services and facilities, or the other party's provision of services and facilities to the indemnifying party, under this Annex; provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services or facilities under this Annex shall be limited as otherwise specified in this Annex. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand tendered to it in writing, and for which it has failed to assume such defense.

BellSouth and the Customer agree with respect to services and facilities provided hereunder, to indemnify and save the other party harmless from liabilities, claims or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) that may be made by persons furnished by the other party or by any of its subcontractors, under Worker's Compensation or similar statutes. BellSouth and the Customer agree to defend any such suit brought against the non-owner for any such liability, claim or demand. Each party agrees to notify the other party promptly, in writing, of any claims or demands for which it is claimed that the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.

No claims or adjustments of such charges, or any other claims with respect to this Annex may be made more than two years after the date of the event that gave rise to the claim, except where such limitations are contrary to law; provided, however, that claims for indemnity under this section may be made within two years of the commencement of the proceeding on the cause of action for which indemnity is sought, except where such limitations are contrary to law.

IN WITNESS WHEREOF, the parties hereto have caused this Annex to be signed by duly authorized officers this 14 day of January, 1999.

WITNESS:

Dennis Updegrave

Hyperion Telecommunications of Louisville, L.

Signature: [Signature]

Name: Charles R. Dranning

TITLE: Sr. Vice President

WITNESS:

[Signature]

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature: [Signature]

Name: Marvin B. Githen

TITLE: Sales ATP

EXHIBIT A

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES COMPENSATION

Effective: 1-12-98Attached to and made part of the Calling Name Delivery Database Services Annex 314.

Calling Name Data Base Access Service

Price List

The charge for Customer's Queries to the BellSouth Calling Name Database shall be as follows:

	<u>Price</u>	<u>Frequency</u>	<u>Term</u>	<u>Guaranteed Minimum No. of Queries</u>
CNAS Query	<u>.01</u>	Per Query	<u>1 yr</u>	<u>0</u> (Only applicable with volume and term discount pricing)

A non-recurring fee of \$595.00 is applicable when the Customer uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database.

Forecast Requirements

If Customer chooses volume and term discount pricing, prior to the effective date of this agreement and within 30 days of the beginning of each successive twelve (12) month period, the Customer shall provide BellSouth with an annual forecast of CNAM queries. Within 15 days of receiving the annual forecast, BellSouth and Customer shall review Customer's forecasts and shall mutually agree on an interim usage rate to be charged during the following twelve (12) month period. Forecast Requirements are only necessary if Customer chooses volume and term discount pricing.

PROPRIETARY AND CONFIDENTIAL

Not for release without written permission from BellSouth.

True-up Procedure

If Customer chooses volume and term discount pricing, within thirty (30) days following the end of each twelve (12) month period, BellSouth will provide a true-up statement to Customer setting forth Customer's per-Query rate applicable to such usage as determined from Price List Section of this Service Attachment, and the difference, if any, between the interim charges paid by Customer based on estimated usage and the final charges based on the actual usage information. Within thirty (30) days after BellSouth delivery of the true-up statement, Customer will pay any amounts remaining due or BellSouth will credit any overpayments, as applicable, based on the true-up statement. True-up procedures are only necessary if Customer chooses volume and term discount pricing.

Service Activation Date

Pursuant to the Term and Termination Provisions of the Calling Name Database Access Service Agreement between BellSouth and Customer, dated 1-12-98 the parties agree that the following date shall be the Service Activation Date for purposes of Calling Name Database Access Service:

Service Activation Date 1-12-98

Executed this 14th day of January, 1999.

WITNESS:

Dawn Updegrave.

Hyperion Telecommunications of Louisville, Inc.

Signature: [Signature]

Name: Charles R. Drenning

TITLE: Sr. Vice President

WITNESS:

[Signature]

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature: [Signature]

Name: Marcus B. Cathey

TITLE: Sales ADP

ATTACHMENT "D"
APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Louisville Lightwave for the purposes of resale to Louisville Lightwave end users shall be available at the following discount off of the retail rate.

		DISCOUNT
STATE	RESIDENCE	BUSINESS
KENTUCKY	15.56%	14.41%

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes.

EXHIBIT A

BONA FIDE REQUEST

1. Each party shall promptly consider and analyze access to a new Interconnection or unbundled Network Element with the submission of a Bona Fide Request hereunder.

2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Interconnection or Network Element.

3. The requesting party may cancel a Bona Fide Request at any time, but shall pay the other party's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving party shall acknowledge receipt of the Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, the receiving party shall provide to the requesting party a preliminary analysis of such Interconnection or Network Element that is the subject of the Bona Fide Request. The preliminary analysis shall confirm that the receiving party will offer the requested Interconnection or access to the Network Element or will provide a detailed explanation as to why such Interconnection or access to such Network Element is not technically feasible and/or that the request does not qualify as a Network Element or Interconnection that is required to be provided under the Act and duly authorized and Effective FCC or Commission rules, regulations or orders. If the receiving party determines that extraordinary circumstances exist and is therefore unable to provide such a preliminary analysis within the 30 day time-frame, the receiving party shall advise the requesting party of the date upon which the preliminary analysis will be available and the circumstances that caused the receiving party to be unable to meet the 30 day deadline.

6. If the receiving party determines that the Interconnection or Network Element that is the subject of the Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing such Interconnection or Network Element upon receipt of written authorization from the requesting party. Such authorization shall include a non-binding estimate, which is reasonable in light of the actual knowledge at the time of such authorization of the individual employees of the requesting party who are responsible for requesting such Interconnection or Network Element from the receiving party, of the quantity, capacity, and/or number of items or units, as applicable, of the Interconnection or Network Element that the requesting party anticipates it may desire over a period of time that is reasonable in light of such knowledge and the nature of the particular Interconnection or Network Element. When it receives such authorization, the receiving party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the parties otherwise agree, the Interconnection or Network Element that is the subject of a Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing an Interconnection or Network Element that is the subject of a Bona Fide Request, the receiving party shall provide to the requesting party a Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of a Bona Fide Request quote, the requesting party must either confirm its order for an Interconnection or Network Element that is the subject of a Bona Fide Request pursuant to a Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a party to a Bona Fide Request believes that the other party is not requesting, negotiating or processing a Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

1st AMENDMENT TO AGREEMENT BETWEEN
Louisville Lightwave, LP
AND
BELLSOUTH TELECOMMUNICATIONS, INC.

Pursuant to this Agreement (the "Amendment"), Louisville Lightwave, LP ("Louisville Lightwave") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated April 1, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Louisville Lightwave and BellSouth hereby covenant and agree as follows:

1. Effective August 6, 1998, the retail charges for non-consecutive DID numbers in the state of Kentucky are as provided in Exhibit 1, incorporated herein by this reference.
2. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Kentucky Public Service Commission or other regulatory body having jurisdiction over subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
3. The Parties further agree that the term of the existing Agreement is two years beginning April 1, 1997. This Amendment is in effect only for remaining months of the existing Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment, to be executed by their respective duly authorized representatives on the date indicated below.

LOUISVILLE LIGHTWAVE, LP

By:

Donna Baker
CSSupervisor

DATE:

8/3/98

BELLSOUTH
TELECOMMUNICATIONS, INC.

By:

[Signature]

DATE:

8/6/98

1st AMENDMENT TO AGREEMENT BETWEEN
LOUISVILLE LIGHTWAVE, LP
AND
BELLSOUTH TELECOMMUNICATIONS

EXHIBIT 1

LOUISVILLE LIGHTWAVE, LP- KY98-3900-00

Scope Description: Non-consecutive DID numbers

Scope of Work: This Special Service Arrangement provides groups of 20 non-consecutive Direct Inward Dial numbers for established DID Service in Kentucky.

Rate Elements	Non-Recurring	Recurring
Kentucky		
1. Contract Preparation Charge	\$331.00	\$.00
2. Each additional group of 20 non-consecutive DID numbers, per DID number (Notes 1 through 3)	\$1.50	\$.17

NOTES:

1. This service is only available in groups of 20 non-consecutive DID numbers.
2. Rates and charges for PBX Service and DID trunk terminations as specified in sections A3, A4, and A12.7 of the General Subscriber Services Tariff (GSST) and in addition to the rates and charges contained herein.
3. This service is in lieu of rates and charges for tariff USOCs NDV and ND4 reflected in section A12.7 of the GSST.

**SECOND AMENDMENT
TO
INTERCONNECTION AGREEMENT
BETWEEN HYPERION COMMUNICAITONS OF KENTUCKY, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED APRIL 1, 1997**

Pursuant to this Amendment (the "Amendment") Hyperion Communications of Kentucky, Inc. ("Hyperion-KY") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Interconnection Agreement dated April 1, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hyperion-KY and BellSouth hereby covenant and agree as follows:

1. Attachment C-13 of the Interconnection Agreement is hereby deleted in its entirety and shall be replaced with Exhibit A of this Amendment. This Exhibit contains the terms and conditions applicable to Physical Collocation arrangements.

2. Attachment A of the Interconnection Agreement is hereby deleted in its entirety and shall be replaced with Exhibit B of this Amendment.

3. The first paragraph of the preamble to the Interconnection Agreement is amended to state:

This Agreement is made by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia Corporation, and Hyperion Communications of Kentucky, Inc. ("Hyperion-KY"), a Delaware corporation, and shall be deemed effective as of April 1, 1997. This Agreement may refer to either BellSouth or Hyperion-KY or both as a "party" or "parties."

4. The Interconnection Agreement is hereby amended to replace every occurrence of "Louisville Lightwave, L.P." and "Louisville Lightwave" with "Hyperion Communications of Kentucky, Inc." and "Hyperion-KY," respectively.

5. All of the other provisions of the Interconnection Agreement, dated April 1, 1997, shall remain unchanged and in full force and effect.

6. Either of the Parties is authorized to submit this Amendment to the Kentucky Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**Hyperion Communications of
Kentucky, Inc.**

By: _____

Name: _____

Title: _____

Date: _____

**BellSouth Telecommunications,
Inc.**

By: _____

Name: Jerry D. Hendrix

Title: Director-Interconnection
Services/Pricing

Date: _____

BELLSOUTH PHYSICAL COLLOCATION

1. SCOPE OF ATTACHMENT

1.1 Right to occupy. BellSouth hereby grants to Hyperion-KY a right to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by Hyperion-KY and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at Hyperion-KY's expense and agreed to specifications, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

1.2 Use of space. Hyperion-KY shall use the Collocation Space for the purposes of installing, maintaining and operating Hyperion-KY's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, Hyperion-KY may place Hyperion-KY-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of Hyperion-KY-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Hyperion-KY may connect to other CLEC within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by Hyperion-KY. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. Hyperion-KY may not provide or make available space within the collocation space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

1.4 Rates and charges. Hyperion-KY agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Location of Arrangement. A Collocation Space will be provided to Hyperion-KY at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement.

2. OCCUPANCY

2.1 Commencement Date. The "Commencement Date" shall be the day Hyperion-KY's equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify Hyperion-KY in writing that the Collocation Space is ready for occupancy. Hyperion-KY must place operational

telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. Hyperion-KY must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If Hyperion-KY fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event Hyperion-KY's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Hyperion-KY with respect to said Collocation Space. Termination of Hyperion-KY's rights to the Collocation Space pursuant to this paragraph shall not operate to release Hyperion-KY from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, Hyperion-KY's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

2.3 Termination. Hyperion-KY may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Hyperion-KY at its expense shall remove its equipment and other property from the Collocation Space. Hyperion-KY shall have thirty (30) days from the termination date to complete such removal; provided, however, that Hyperion-KY shall continue payment of monthly fees to BellSouth until such date as Hyperion-KY has fully vacated the Collocation Space. Should Hyperion-KY fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Hyperion-KY at Hyperion-KY's expense and with no liability for damage or injury to Hyperion-KY's property unless caused by the gross negligence or intentional misconduct of BellSouth.

3. USE OF COLLOCATION SPACE

3.1 Equipment Type. BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth is not required to provide for collocation of equipment that can only provide enhanced services or information services. In addition, BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. Further, BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

3.1.1 Such equipment must at a minimum comply with the BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements and National Electric Code standards. For purposes of this paragraph, enhanced services and information services are not considered to be telecommunications services.

3.1.2 Hyperion-KY shall not use the Collocation Space for marketing purposes. Hyperion-KY shall place no signs or marking of any kind (except for a plaque or other identification affixed to Hyperion-KY's equipment and reasonably necessary to identify Hyperion-KY's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.

3.2 Entrance Facilities. Hyperion-KY may elect to place Hyperion-KY-owned or Hyperion-KY-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. Hyperion-KY will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location.. Hyperion-KY will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Hyperion-KY's equipment in the Collocation Space. Hyperion-KY must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Hyperion-KY is responsible for maintenance of the entrance facilities.

3.2.1 Dual entrance will be permitted where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide Hyperion-KY with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Hyperion-KY's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application response.

3.2.2 Hyperion-KY may utilize spare capacity on an existing Hyperion-KY entrance facility for the purpose of providing an entrance facility to another Hyperion-KY collocation arrangement within the same BellSouth Central Office.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should Hyperion-KY request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Hyperion-KY by BellSouth, Hyperion-KY shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between Hyperion-KY's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Hyperion-KY may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. Hyperion-KY or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 Hyperion-KY's Equipment and Facilities. Hyperion-KY is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Hyperion-KY in the Collocation Space. Without limitation of the foregoing provisions, Hyperion-KY will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

3.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Hyperion-KY when access to the Collocation Space is required. Hyperion-KY may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Hyperion-KY will not bear any of the expense associated with this work.

3.7 Access and Administration. Hyperion-KY shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require Hyperion-KY to traverse restricted areas. All employees, agents and contractors of Hyperion-KY having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by Hyperion-KY or certified vendor which contains a current photo, the individual's name and company name/logo. Hyperion-KY agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign Hyperion-KY's request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. Upon expiration of this Agreement, Hyperion-KY shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Hyperion-KY except for ordinary wear and tear.

3.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other CLEC located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other CLEC, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Hyperion-KY violate the provisions of this paragraph, BellSouth shall give written notice to Hyperion-KY, which notice shall direct Hyperion-KY to cure the violation within forty-eight (48) hours of Hyperion-KY's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Hyperion-KY fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other CLEC, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Hyperion-KY's equipment. BellSouth will endeavor, but is not required, to provide notice to Hyperion-KY prior to taking such action and shall have no liability to Hyperion-KY for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, Hyperion-KY may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Hyperion-KY in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Hyperion-KY at any time. Any damage caused to the Collocation Space by Hyperion-KY's employees, agents or representatives during the removal of such property shall be promptly repaired by Hyperion-KY at its expense.

3.10 Alterations. In no case shall Hyperion-KY or any person acting on behalf of Hyperion-KY make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Hyperion-KY.

4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.1 Application for Space. Hyperion-KY shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the

Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in Hyperion-KY's Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 Application Response. BellSouth will respond to up to three (3) applications for space within the same state submitted within a fifteen (15) business day interval within thirty (30) business days of receipt of the complete application. When Hyperion-KY submits more than three (3) applications in the same state within 15 business days and BellSouth is processing multiple applications from other Hyperion-KY, BellSouth and Hyperion-KY will negotiate in good faith a prioritization of the requests and a reasonable response time frame. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by Hyperion-KY or differently configured, Hyperion-KY must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

4.2 Bona Fide Firm Order. Hyperion-KY shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Hyperion-KY to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article 5, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to Hyperion-KY's Application/Inquiry.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of Hyperion-KY's Bona Fide Firm Order within 15 days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a Firm Order Confirmation containing the firm order date.

4.2.2 BellSouth will permit one site visit after receipt of the Bona Fide Firm Order. Security escort charges will be assessed for the site visit.

4.2.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

4.3 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from receipt of a complete and accurate Bona Fide Firm Order where the

infrastructure rearrangement or accommodations allow. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 180 days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to multiple orders in excess of five (5) from one customer per state; major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; mainframe addition; environmental hazard or hazardous materials abatement.

4.3.1 Joint Planning Meeting. A joint planning meeting between BellSouth and Hyperion-KY will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as designated by Hyperion-KY on its Bona Fide Firm Order. In the event Hyperion-KY materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period will be provided to Hyperion-KY during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate Hyperion-KY's application as a result of changes requested by Hyperion-KY to Hyperion-KY's original application, then BellSouth will charge Hyperion-KY a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Hyperion-KY to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

4.4 Use of Certified Vendor. Hyperion-KY shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide Hyperion-KY with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing Hyperion-KY's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Hyperion-KY upon successful completion of installation. The Certified Vendor shall bill Hyperion-KY directly for all work performed for Hyperion-KY pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Hyperion-KY or any vendor proposed by Hyperion-KY.

4.5 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Hyperion-KY shall be responsible for placement, monitoring and removal of environmental and

equipment alarms used to service Hyperion-KY's Collocation Space. Upon request, BellSouth will provide Hyperion-KY with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Hyperion-KY. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit C attached hereto.

4.6 Basic Telephone Service. Upon request of Hyperion-KY, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

4.7 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. Hyperion-KY's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Hyperion-KY divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse Hyperion-KY in an amount equal to Hyperion-KY reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Upon request of Hyperion-KY, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. Hyperion-KY may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. Hyperion-KY may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill Hyperion-KY for activities associated with the space enclosure construction. Hyperion-KY must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Hyperion-KY's locked enclosure prior to notifying Hyperion-KY.

4.9 Virtual Collocation Transition. To the extent space becomes available, Hyperion-KY may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. Hyperion-KY must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

4.10 Cancellation. If Hyperion-KY cancels its order for the Collocation Space(s), Hyperion-KY will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Hyperion-KY would

have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

4.11 Licenses. Hyperion-KY, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights and privileges necessary or required to operate as a provider of telecommunications services to the public.

5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, Hyperion-KY shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following Hyperion-KY's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when Hyperion-KY requests a modification to the arrangement.

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation charge. In such cases, BellSouth shall provide documentation to establish these costs separately from Hyperion-KY's pro-rated share of renovation or upgrade costs.

5.5 Additional Engineering. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to Hyperion-KY in the Application Response.

5.5 Subsequent Application Fee. BellSouth requires the submission of additional documentation when Hyperion-KY desires to modify the use of the collocation space. Hyperion-KY shall complete an additional application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications to the premises are required to accommodate the change requested by Hyperion-KY in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC

requirements and changes to power plant requirements. The fee paid by Hyperion-KY for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, shall not exceed \$1600.00. All other subsequent application fees shall be assessed at \$3850.00.

5.6 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Hyperion-KY's equipment. When the Collocation Space is enclosed by walls or other divider, Hyperion-KY shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Hyperion-KY shall pay floor space charges based upon the number of square feet contained in a shadow print of Hyperion-KY's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents Hyperion-KY's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Hyperion-KY first occupies the Collocation Space, whichever is sooner.

5.7 Power. (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Hyperion-KY's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by Hyperion-KY's certified vendor. Hyperion-KY's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of Hyperion-KY's request to collocate in that central office ("Power Plant Construction"), Hyperion-KY shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify Hyperion-KY of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. Hyperion-KY shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Hyperion-KY shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. Hyperion-KY has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement Hyperion-KY shall have the right to remove its equipment from the

power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

5.8 Security Escort. A security escort will be required whenever Hyperion-KY or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

5.9 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Hyperion-KY will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

6. INSURANCE

6.1 Hyperion-KY shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

6.2 Hyperion-KY shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

6.2.3 Hyperion-KY may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Hyperion-KY to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4 All policies purchased by Hyperion-KY shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's

Central Office and shall remain in effect for the term of this Agreement or until all Hyperion-KY's property has been removed from BellSouth's Central Office, whichever period is longer. If Hyperion-KY fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Hyperion-KY.

6.5 Hyperion-KY shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Hyperion-KY shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Hyperion-KY's insurance company. Hyperion-KY shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
3535 Colonnade Parkway, S9A1
Birmingham, Alabama 35243

6.6 Hyperion-KY must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

6.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

7. MECHANICS LIENS

7.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or Hyperion-KY), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

8. INSPECTIONS

8.1 BellSouth shall conduct an inspection of Hyperion-KY's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Hyperion-KY's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Hyperion-KY adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide

Hyperion-KY with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

9. SECURITY.

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of Hyperion-KY will be permitted in the BellSouth Central Office. Hyperion-KY shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

10. DESTRUCTION OF COLLOCATION SPACE.

10.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Hyperion-KY's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Hyperion-KY's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Hyperion-KY, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Hyperion-KY may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Hyperion-KY's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Hyperion-KY. Where allowed and where practical, Hyperion-KY may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Hyperion-KY shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Hyperion-KY's permitted use, until such Collocation Space is fully repaired and restored and Hyperion-KY's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

11. EMINENT DOMAIN

11.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day

possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, BellSouth and Hyperion-KY shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

12. NONEXCLUSIVITY

12.1 Hyperion-KY understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

13. NOTICES

13.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by Hyperion-KY or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

ATTN:_____

To Hyperion-KY:

ATTN:_____

13.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

Schedule of Rates and Charges

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Application Fee	NRC (per Arrangement, per C.O.)	\$3,850.00
Subsequent Application Fee (Note 1) No greater than \$1,600.00	NRC (per Arrangement, per C.O.)	ICB
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per Arrangement, per C.O.)	\$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	\$2,750.00
Floor Space – Zone A	RC (per square foot)	\$7.50
– Zone B	RC (per square foot)	\$6.75
Power	RC (per amp)	\$5.00
Cable Support structure	RC (per entrance cable)	\$13.35
Cross-Connects		
2-wire	RC (per cross-connect)	\$0.30
4-wire	RC (per cross-connect)	\$0.50
DS1	RC (per cross-connect)	\$8.00
DS3	RC (per cross-connect)	\$72.00
2-wire	NRC (first cross-connect)	\$19.20
4-wire	NRC (first cross-connect)	\$19.20
DS1	NRC (first cross-connect)	\$155.00
DS3	NRC (first cross-connect)	\$155.00
2-wire	NRC (each additional cross-connect)	\$19.20
4-wire	NRC (each additional cross-connect)	\$19.20
DS1	NRC (each additional cross-connect)	\$27.00
DS3	NRC (each additional cross-connect)	\$27.00
POT Bay		
2-wire	RC (per cross-connect)	\$0.40
4-wire	RC (per cross-connect)	\$1.20
DS1	RC (per cross-connect)	\$1.20
DS3	RC (per cross-connect)	\$8.00
Additional Security Access Cards	NRC-ICB (each)	\$10.00

Schedule of Rates and Charges (cont.)

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Direct Connection (Note 4)		
(1) Fiber Arrangement	RC (per cable, per linear foot)	\$0.06
-with Initial Application	NRC (per Arrangement)	N/A
-Subsequent to Application	NRC (per Arrangement)	\$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	\$0.03
-with Initial Application	NRC (per Arrangement)	N/A
-Subsequent to Application	NRC (per Arrangement)	\$246.00
Security Escort		
Basic - first half hour	NRC-ICB	\$41.00
Overtime - first half hour	NRC-ICB	\$48.00
Premium - first half hour	NRC-ICB	\$55.00
Basic - additional half hour	NRC-ICB	\$25.00
Overtime - additional half hour	NRC-ICB	\$30.00
Premium - additional half hour	NRC-ICB	\$35.00

Notes

NRC: Non-recurring Charge - one-time charge
 RC: Recurring Charge - charged monthly
 ICB: Individual Case Basis - one-time charge

- (1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation.
- (2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Schedule of Rates and Charges (cont.)

Notes (cont.)

- (2) (cont.)
Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in fifty (50) square-foot increments, with a minimum space enclosure size of one hundred (100) square feet. Hyperion-KY may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Hyperion-KY for the space enclosure, and this fee shall not be applicable.
- (3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the additional Engineering charges shall be provided by BellSouth in the Application Response.
- (4) Direct Connection. As stated in Article I.B of the Collocation Agreement, Hyperion-KY may connect to other Hyperion-KY within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Hyperion-KY must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by Hyperion-KY. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply; BellSouth shall provide an estimate of these charges in the Application Response.

Bona Fide Physical Collocation Arrangements

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Hyperion-KY agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and Hyperion-KY shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. Hyperion-KY should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Hyperion-KY to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Hyperion-KY will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Hyperion-KY space with proper notification. BellSouth reserves the right to stop any Hyperion-KY work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Hyperion-KY are owned by Hyperion-KY. Hyperion-KY will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by

Hyperion-KY or different hazardous materials used by Hyperion-KY at BellSouth Facility. Hyperion-KY must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Hyperion-KY to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Hyperion-KY will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Hyperion-KY will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Hyperion-KY must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Hyperion-KY shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's premises, Hyperion-KY agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Hyperion-KY further agrees to cooperate with BellSouth to ensure that Hyperion-KY's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Hyperion-KY, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to central office)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147

Other maintenance work		29CFR 1910 Subpart O
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All HazMat & Waste Asbestos notification protection of BST employees and equipment</p>	<p>P&SM Manager - Procurement</p> <p>GU-BTEN-001BT, Chapter 4,</p> <p>GU-BTEN-001BT, Chapter 3</p> <p>BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Pollution liability insurance</p> <p>Manhole entry requirements</p> <p>EVET approval of contractor</p>	<p>Std T&C 450</p> <p>Std T&C 660-3</p> <p>BSP 620-145-011PR</p> <p>Issue A, August 1996</p> <p>GU-BTEN-001BT, Chapter 10</p> <p>RL9706008BT</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched access services, and local interconnection facilities

Rates, Terms and Conditions: With the exception of the prices below, all rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication, Inc.'s Interstate Access Service Tariff, FCC No. 1.

VIRTUAL COLLOCATION
(all prices are interim at this time)

Cross-Connects	
2-Wire Analog, Per Month	\$0.30
NRC (first cross connect)	\$19.20
4-Wire Analog, Per Month	\$0.50
NRC (first cross connect)	\$19.20

**Attachment A
Rates and Charges
Kentucky**

The following pages set forth the rates and chages applicable in Kentucky

EXHIBIT B
RATES AND CHARGES – KENTUCY

NETWORK LOCAL INTERCONNECION/ELEMENT	Proposed Price – Existing Tariff	Proposed Price – True-up
Unbundled Loops		
2-Wire Analog Voice Grade Loop, Per Month	\$25.00	\$17.00
Nonrecurring	(\$140.00 1 st /45.00 add'l)*	\$58.40
4-Wire Analog Voice Grade Loop, Per Month	\$45.00	\$27.20
Nonrecurring	(\$140.00 1 st / 45.00 add'l)*	\$58.40
2-Wire ISDN Digital Grade Loop, Per Month		\$27.20
Nonrecurring		\$58.40
2-Wire ADSL/HDSL Loop, Per Month		\$17.00
Nonrecurring		\$58.40
4-Wire HDSL Loop, Per Month		\$27.20
Nonrecurring		\$58.40
4-Wire DS1 Digital Grade Loop, Per Month	\$140.00	
Nonrecurring	(\$775.00 1 st / 335.00 add'l)	
Unbundled Exchange Access IOC		
0 - 8 Miles, Fixed Per Month	\$30.00	
Per Mile, Per Month	\$2.05	
9 - 25 Miles, Fixed Per Month	\$30.00	
Per Mile, Per Month	\$2.00	
Over 25 Miles, Fixed Per Month	\$30.00	
Per Mile, Per Month	\$1.95	
Nonrecurring		
Unbundled Local Switching*		
Unbundled Exchange Ports		
2-wire Analog, Per Month		\$2.70
Nonrecurring		\$50.00 1 st / 18.00 add'l
4-wire Analog (Coin), Per Month		\$4.00
Nonrecurring		\$50.00 1 st / 18.00 add'l
4-wire ISDN DS1, Per Month		\$333.00
Nonrecurring		\$230.00 1 st / 200.00 add'l
2-wire ISDN Digital, Per Month		\$15.00
Nonrecurring		\$150.00 1 st / 120.00 add'l
2-wire Analog Hunting – per line - Per Month		\$0.30
Nonrecurring		\$3.00
*Nonrecurring rates for unbundled loops have been adjusted downward during negotiations and are not tariffed rates.		

RATES AND CHARGES – KENTUCY

NETWORK LOCAL INTERCONNECION/ELEMENT	Proposed Price – Existing Tariff	Proposed Price – True-up
Unbundled Local Usage (Restructured Switching)		
End Office Switching Per MOU		\$.00566
Tandem Switching Per MOU		\$.000676
Common Transport Per Mile/Mou		\$.00004
Common Transport Facilities Termination Per Month		\$.00036
Local Interconnection (NOTE 1)		
End Office Switching Per MOU	\$0.00755	
Tandem Switching Per MOU	\$0.000676	
Common Transport Per Mile/MOU	\$0.00004	
Common Transport – Facility Termination Per MOU	\$0.00036	
Intermediary Tandem Per MOU*	\$.002	
Dedicated Transport - DS1 Per Mile Per Month	\$23.00	
Facility Termination Per Month Nonrecurring	\$90.00 \$100.49	
Channelization System – For Unbundled Loops		
Unbundled Loop System (DS1 to VG) per sys/per mo. Nonrecurring		\$400.00 \$525.00
Central Office Interface Per Circuit, Per Month Nonrecurring		\$1.15 \$8.00
CCS7 Signaling Transport Service		
Signaling Connection Link, Per Month Nonrecurring	\$155.00 56Kbps / mo. \$510.00	
Signaling Termination (Port), Per Month Signaling Usage, Per 56 Kbps Facility, Per Month	\$335.00 STP Port / mo.	\$395.00
800 Access Ten Digit Screening Service		
800/POTS Number Delivery, Per Query	\$.00383	
800/POTS Number Delivery with Optional complex Features, Per Query	\$.00431	
*The tandem intermediary charge applied only to intermediary traffic and is Applied in addition to applicable local interconnection charges.		
NOTE 1: Local interconnection is defined as the transport and termination of local traffic between facility based carriers.		

EXHIBIT B**RATES AND CHARGES – KENTUCY**

NETWORK LOCAL INTERCONNECION/ELEMENT	Proposed Price – Existing Tariff	Proposed Price – True-up
The Information Database Access Service		
Common Transport, Per Query	\$.00030	
Validation, Per Query	\$.03800	
Nonrecurring – Establishment or Change	91.00	
Operator Services		
Operator Call Processing Access Service		
Operator Provided, Per Minute		\$1.60
Using BST LIDB		\$1.62
Using Foreign LIDB		
Fully Automated, Per Attempt		
Using BST LIDB		\$0.09
Using Foreign LIDB		\$0.11
Inward Operator Services Access Service		
Verification, Per Call	\$0.90	
Emergency Interrput, Per Call	\$1.95	
Directory Assistance Access Service Calls		
Per Call	\$.271744	
Directory Assistance Database Service		
Use Fee, Per DADS Cust's EU Request/Listing	\$.035	
Monthly Recurring	\$150.00	
Direct Access to Directory Assistance Service (DADAS)		
Database Service Charge, Per Month	\$5,000.00	
Database Query Charge, Per Query	\$0.023	
Nonrecurring - DADAS Service Establishment	\$1,000.00	
DACC Access Service		
Per Call Attempt		\$0.25
Recording Cost Per Announcement		
Loading Cost Per Audio Unit		
Number Services Intercept Access Service		
Per Intercept Query		\$0.25

EXHIBIT B**RATES AND CHARGES – KENTUCY**

NETWORK LOCAL INTERCONNECION/ELEMENT	Proposed Price – Existing Tariff	Proposed Price – True-up
Directory Transport		
Switched Common Transport		
Per DA Service Call	\$.00030	
Switched Common Transport		
Per DA Service Call Mile	\$.00004	
Access Tandem Switched		
Per DA Service Call	\$.00055	
Sw. Local Channel - DS 1 Level, Per Month	133.81/mo.	
Nonrecurring	\$866.91 1 st / 486.83 add'l	
Sw. Dedicated Transport - DS 1 level, Per Mi/Per Mo.	\$23.00	
Facilities Termination, Per Month	\$90.00	
Nonrecurring	\$100.49	
DA Interconnection per DA Service Call	\$0.00269	
Installation		
NRC - Per Trunk or Signaling Connection	\$915.00 1 st / 100.00 add'l	

3rd AMENDMENT TO AGREEMENT BETWEEN
Louisville Lightwave, LP
AND
BELLSOUTH TELECOMMUNICATIONS, INC.

Pursuant to this Agreement (the "Amendment"), Louisville Lightwave, LP ("Louisville Lightwave") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated April 1, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Louisville Lightwave and BellSouth hereby covenant and agree as follows:

1. Effective August 14, 1998, the retail charges for Central Office Service Information are as provided in Exhibit 1, incorporated herein by this reference.
2. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Kentucky Public Service Commission or other regulatory body having jurisdiction over subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
3. The Parties further agree that the term of the existing Agreement is two years beginning April 1, 1997. This Amendment is in effect only for remaining months of the existing Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment, to be executed by their respective duly authorized representatives on the date indicated below.

LOUISVILLE LIGHTWAVE, LP

By: Edin B. Fellenz

DATE: 8-7-98

BELLSOUTH
TELECOMMUNICATIONS, INC.

By: [Signature]

DATE: 8/14/98

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ORIGINAL

3rd AMENDMENT TO AGREEMENT BETWEEN
LOUISVILLE LIGHTWAVE, LP
AND
BELLSOUTH TELECOMMUNICATIONS

EXHIBIT 1

LOUISVILLE LIGHTWAVE, LP- KY98-3678-01

Scope Description: Central Office Service Information associated with NXXs 580 and 508.

Scope of Work: This Special Service Arrangement provides for one (1) issuance of Central Office Service Information associated with NXXs 580 and 508.

Rate Elements	Non-Recurring	Recurring
Kentucky		
1. Central Office Service Information Compilation and Delivery (Note 1)	\$46.00	\$0.00
2. Bona Fide Request Processing Fee	\$324.00	\$0.00

NOTES:

1. This rate is for the compilation and delivery of one detail central office information record associated with NXXs 580 and 508.

**THIRD AMENDMENT
TO
INTERCONNECTION AGREEMENT BETWEEN
HYPERION COMMUNICATIONS OF KENTUCKY
AND
BELLSOUTH TELECOMMUNICATIONS, INC. DATED APRIL 1, 1997**

Pursuant to this Amendment (the "Amendment") Hyperion Communications of Kentucky, Inc. ("Hyperion-KY") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Interconnection Agreement dated April 1, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hyperion-KY and BellSouth hereby covenant and agree as follows:

1. BellSouth shall make available to Hyperion-KY Branding for Operator Call Processing and Directory Assistance under the following terms:
 - 1.1 The BellSouth Operator Systems Branding Feature Provides a definable announcement to Hyperion-KY end users using Directory Assistance(DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Hyperion-KY to have its calls custom branded with the Hyperion-KY name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process, and Directory Assistance are set forth in Exhibit A.
 - 1.2 BellSouth offers four services levels of branding to Hyperion-KY when ordering Directory Assistance and/or Operator Call Processing.
 - 1.2.1 Service Level 1 - BellSouth Branding
 - 1.2.2 Service Level 2 - Unbranded
 - 1.2.3 Service Level 3 - Custom Branding
 - 1.2.4 Service Level 4 - Self Branding (applicable only to Hyperion-KY for Resale, or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

1.3 For Resell and use with an Unbundled Port

1.3.1 BellSouth Branding is the Default Service Level.

1.3.2 Unbranding, Custom Branding, and Self Branding require Hyperion-KY to order selective routing for each originating BellSouth end office identified by Hyperion-KY. Rates for Selective Routing are set forth in Exhibit A.

1.3.3 Custom Branding and Self Branding require Hyperion-KY to order dedicated trunking from each BellSouth end office identified by Hyperion-KY, to either the BellSouth Traffic Operator Position System (TOPS) or the Hyperion-KY Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

1.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Hyperion-KY to the BellSouth TOPS. These calls are routed to "No Announcement."

1.4 Facilities Based

1.4.1 All Service Levels require Hyperion-KY to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

1.4.2 Custom Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Hyperion-KY requires service.

Directory Assistance customized branding uses:

- the recording of the name
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name
- the front-end loading of the DRAM in the TOPS Switch

- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS)
 - the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
2. BellSouth will provide to Hyperion-KY purchasing unbundled local BellSouth switching and/or reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Hyperion-KY customers may use the same dialing arrangements as BellSouth customers, but obtain a Hyperion-KY branded service.
 3. All of the other provisions of the Interconnection Agreement, dated April 1, 1997, shall remain unchanged and in full force and effect.
 4. Either of the Parties is authorized to submit this Amendment to the Kentucky Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**Hyperion Communications of
Kentucky, Inc.**

Signature on File
By: _____
Thomas W. Cady
Name: _____
Vice President Marketing and Sales
Title: _____
4/12/99
Date: _____

**BellSouth Telecommunications,
Inc.**

Signature on File
By: _____
Name: Jerry D. Hendrix
Director of Regulatory Affairs
Title: Director-Interconnection
Services/Pricing
4/16/99
Date: _____